

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOS1		<b>Page</b> 1 <b>Of</b> 60	
<b>2. Contract (Proc. Inst. Ident) No.</b> W52P1J-07-D-0010		<b>3. Effective Date</b> 2007FEB16		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-F BRANDON KETTLER (309)782-6420 ROCK ISLAND, IL 61299-6500  BLDGS 350 & 390  <b>e-mail address:</b> BRANDON.B.KETTLER@US.ARMY.MIL		<b>Code</b> W52P1J		<b>6. Administered By (If Other Than Item 5)</b> DCMA PHOENIX TWO RENAISSANCE SQUARE 40 N CENTRAL AVENUE. SUITE 400 PHOENIX AZ 85004-4400		<b>Code</b> S0302A	
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> SERCO INC 2650 PARK TOWER DR STE 800 VIENNA, VA 22180-7384  TYPE BUSINESS: Large Business Performing in U.S.				<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)			
				<b>9. Discount For Prompt Payment</b>			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>		<b>Item</b> 12	
<b>Code</b> 022Q2		<b>Facility Code</b>		<b>To The Address Shown In:</b>			
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>		<b>12. Payment Will Be Made By</b> DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2317		<b>Code</b> HQ0339	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				<b>14. Accounting And Appropriation Data</b>			
<b>15A. Item No.</b> SEE SCHEDULE	<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Cost Contract Firm-Fixed-Price	<b>15C. Quantity</b>	<b>15D. Unit</b>	<b>15E. Unit Price</b>	<b>15F. Amount</b>		
		KIND OF CONTRACT: Service Contracts Other					
Contract Expiration Date: 2008MAR01				<b>15G. Total Amount Of Contract</b>		\$0.00	
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	34
X	B	Supplies or Services and Prices/Costs	4	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	10	X	J	List of Attachments	60
X	D	Packaging and Marking	19	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	20	K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	21				
	G	Contract Administration Data		L	Instrs., Conds., and Notices to Offerors		
X	H	Special Contract Requirements	22	M	Evaluation Factors for Award		
<b>Contracting Officer Will Complete Item 17 Or 18 As Applicable</b>							
<b>17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement</b> (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18. <input type="checkbox"/> Award</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> VALIANT M. DUHART VALIANT.DUHART@US.ARMY.MIL (309)782-8517			
<b>19B. Name of Contractor</b>  <b>By</b> _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  <b>By</b> _____/SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2007FEB16	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 60
<b>Name of Offeror or Contractor:</b> SERCO INC		

SECTION A - SUPPLEMENTAL INFORMATION

SUPPLEMENTAL INFORMATION:

1. The Government accepts and incorporates, by reference, Serco Incorporated's offer dated 15 December 2006. This award is based upon the representations, resources and quality of performance proposed. Significant anticipated deviations should be brought to the attention of the Procuring Contracting Officer (PCO). If, in the opinion of the PCO, such changes in method of performance would substantially impact the quality of performance from that represented in Serco's proposal, such changes shall not be undertaken without the prior approval of the PCO.

Specific provisions to be incorporated are set forth in this award document.

2. The Government anticipates a formal partnering arrangement IAW the clause below:

52.211-4510 PARTNERING AUG/2001

AMC

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.

(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be -1- (include names, positions, and roles in contract administration).

\*\*\* END OF NARRATIVE A 0003 \*\*\*

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <http://orca.bpn.gov>.

\*\*\*\*\*

PLEASE PROVIDE:

CAGE CODE: \_\_\_\_\_

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 60
<b>Name of Offeror or Contractor:</b> SERCO INC		

DUNS NUMBER \_\_\_\_\_

\*\*\*\*\*

(End of narrative)

(AS7002)

A-2

52.252-4500

FULL TEXT CLAUSES

APR/2006

LOCAL

(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (\*\*\*) .

(c) You can view or obtain a copy of all clauses and provisions on the Internet at:  
<http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).

(End of narrative)

(AS7001)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-07-D-0010 MOD/AMD	Page 4 of 60
Name of Offeror or Contractor: SERCO INC		

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 All contract requirements will be awarded by individual Task Order.

B.2 As part of IDIQ contracts, the Government must identify the minimum and maximum that will apply to each contract. The minimum requirement for the LOGCAP IV Support contract is for a core program office (See CLIN 0001) under the first year. The maximum permitted on this LOGCAP IV contract is \$45 million per year.

B.3 Offerors are cautioned that all or some of the requirements listed in Other Requirements, Performance Work Statement, will be evaluated and may be awarded as a Task Order. Proposed pricing submitted against the CLINs in Section B will be evaluated and used as the basis to determine award.

B.4 Please note the CLIN numbering system is as follows: Base year one (1) begins with zeros, i.e., 0001 thru 0011. Option years begin with one and are consecutive for each option year i.e., 1001, 2001, 3001, and 4001. Clin structure below is for proposal purposes. Full Clin structure for contract will be provided at time of award.

B.5 In task orders where initially fluctuating requirements stabilize, the Government reserves the right to convert from a Cost Reimbursable or Time and Materials type to a Fixed Price task order.

B.6 CLIN 0011, Travel, will be used for unscheduled, directed travel as necessary in support of the PWS of this RFP. This CLIN is cost reimbursable only (no fee).

BASE YEAR REQUIREMENT

Minimum Requirements

CLIN	DESCRIPTION	TOTAL
0001	PROGRAM MANAGEMENT OFFICE STAFFING (PWS paragraph 2.1, 3.4) (FFP)	\$_____

Base Year Other Requirements

0002	WORLD WIDE MANAGEMENT AND STAFFING PLAN (PWS paragraph 2.7) (FFP)	\$_____
0003	OPERATIONS SUPPORT (PWS paragraph 2.2.1-2.2.7, 2.2.10) (CPFF)	\$_____
0004	PROGRAM SUPPORT (PWS paragraph 2.3.1-2.3.5) (CPAF)	\$_____
0005	LIAISON SUPPORT (PWS paragraph 2.4) (FFP)	\$_____
0006	DEPUTY LOGCAP DIRECTOR EVENT SUPPORT (PWS paragraph 2.5) (CPAF)	\$_____
0007	COCOM/ASCC EXERCISE SUPPORT (PWS paragraph 2.6) (CPFF)	As Directed

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 5 of 60
	PIIN/SIIN W52P1J-07-D-0010	MOD/AMD	

Name of Offeror or Contractor: SERCO INC

0008	LOGCAP REQUIREMENTS (PWS paragraph 2.2.8) (FFP)	\$_____
0009	LOGCAP WARFIGHTER EXERCISE (PWS paragraph 2.2.9) (FFP)	\$_____
0010	COCOM/ASCC PLANS (PWS paragraph 2.8) (FFP)	As Directed
0011	TRAVEL (PWS paragraph 3.2)	\$ NSP

OPTION YEAR ONE

CLIN	DESCRIPTION	TOTAL
Minimum Requirements		
1001	PROGRAM MANAGEMENT OFFICE STAFFING (PWS paragraph 2.1, 3.4) (FFP)	\$_____
Option Year 1 Other Requirements		
1002	WORLD WIDE MANAGEMENT AND STAFFING PLAN (PWS paragraph 2.7) (FFP)	\$_____
1003	OPERATIONS SUPPORT (PWS paragraph 2.2.1-2.2.7, 2.2.10) (CPFF)	\$_____
1004	PROGRAM SUPPORT (PWS paragraph 2.3.1-2.3.5) (CPAF)	\$_____
1005	LIAISON SUPPORT (PWS paragraph 2.4) (FFP)	\$_____
1006	DEPUTY LOGCAP DIRECTOR EVENT SUPPORT (PWS paragraph 2.5) (CPAF)	\$_____
1007	COCOM/ASCC EXERCISE SUPPORT (PWS paragraph 2.6) (CPFF)	As Directed

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 6 of 60
	PIIN/SIIN W52P1J-07-D-0010	MOD/AMD	

Name of Offeror or Contractor: SERCO INC

1008	LOGCAP REQUIREMENTS (PWS paragraph 2.2.8) (FFP)	\$_____
1009	LOGCAP WARFIGHTER EXERCISE (PWS paragraph 2.2.9) (FFP)	\$_____
1010	COCOM/ASCC PLANS (PWS paragraph 2.8) (FFP)	As Directed
1011	TRAVEL (PWS paragraph 3.2)	\$ NSP

OPTION YEAR TWO

Minimum Requirements

CLIN	DESCRIPTION	TOTAL
2001	PROGRAM MANAGEMENT OFFICE STAFFING (PWS paragraph 2.1,, 3.4) (FFP)	\$_____

Option Year 2 Other Requirements

2002	WORLD WIDE MANAGEMENT AND STAFFING PLAN (PWS paragraph 2.7) (FFP)	\$_____
2003	OPERATIONS SUPPORT (PWS paragraph 2.2.1-2.2.7, 2.2.10) (CPFF)	\$_____
2004	PROGRAM SUPPORT (PWS paragraph 2.3.1-2.3.5) (CPAF)	\$_____
2005	LIAISON SUPPORT (PWS paragraph 2.4) (FFP)	\$_____
2006	DEPUTY LOGCAP DIRECTOR EVENT SUPPORT (PWS paragraph 2.5) (CPAF)	\$_____
2007	COCOM/ASCC EXERCISE SUPPORT (PWS paragraph 2.6) (CPFF)	As Directed
2008	LOGCAP REQUIREMENTS	\$_____

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 7 of 60
	PIIN/SIIN W52P1J-07-D-0010MOD/AMD	
Name of Offeror or Contractor: SERCO INC		

(PWS paragraph 2.2.8)  
(FFP)

2009 LOGCAP WARFIGHTER \$\_\_\_\_\_

EXERCISE

(PWS paragraph 2.2.9)

(FFP)

2010 COCOM/ASCC PLANS As Directed

(PWS paragraph 2.8)

(FFP)

2011 TRAVEL \$ NSP

(PWS paragraph 3.2)

OPTION YEAR THREE

Minimum Requirements

CLIN	DESCRIPTION	TOTAL
3001	PROGRAM MANAGEMENT OFFICE STAFFING (PWS paragraph 2.1, 3.4) (FFP)	\$_____

Option Year 3 Other Requirements

3002	WORLD WIDE MANAGEMENT AND STAFFING PLAN (PWS paragraph 2.7) (FFP)	\$_____
3003	OPERATIONS SUPPORT (PWS paragraph 2.2.1-2.2.7, 2.2.10) (CPFF)	\$_____
3004	PROGRAM SUPPORT (PWS paragraph 2.3.1-2.3.5) (CPAF)	\$_____
3005	LIAISON SUPPORT (PWS paragraph 2.4) (FFP)	\$_____
3006	DEPUTY LOGCAP DIRECTOR EVENT SUPPORT (PWS paragraph 2.5) (CPAF)	\$_____
3007	COCOM/ASCC EXERCISE SUPPORT (PWS paragraph 2.6) (CPFF)	As Directed
3008	LOGCAP REQUIREMENTS (PWS paragraph 2.2.8)	\$_____

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 8 of 60
	PIIN/SIIN W52P1J-07-D-0010MOD/AMD	
Name of Offeror or Contractor: SERCO INC		

(FFP)

3009

LOGCAP WARFIGHTER EXERCISE  
(PWS paragraph 2.2.9)  
(FFP)

\$ \_\_\_\_\_

3010

COCOM/ASCC PLANs  
(PWS paragraph 2.8)  
(FFP)

As Directed

3011

TRAVEL  
(PWS paragraph 3.2)

\$ NSP

OPTION YEAR FOUR

Minimum Requirements

CLIN	DESCRIPTION	TOTAL
4001	PROGRAM MANAGEMENT OFFICE STAFFING (PWS paragraph 2.1, 3.4) (FFP)	\$ _____

Option Year 4 Other Requirements

4002	WORLD WIDE MANAGEMENT AND STAFFING PLAN (PWS paragraph 2.7) (FFP)	\$ _____
4003	OPERATIONS SUPPORT (PWS paragraph 2.2.1-2.2.7, 2.2.10) (CPFF)	\$ _____
4004	PROGRAM SUPPORT (PWS paragraph 2.3.1-2.3.5) (CPAF)	\$ _____
4005	LIAISON SUPPORT (PWS paragraph 2.4) (FFP)	\$ _____
4006	DEPUTY LOGCAP DIRECTOR EVENT SUPPORT (PWS paragraph 2.5) (CPAF)	\$ _____
4007	COCOM/ASCC EXERCISE SUPPORT (PWS paragraph 2.6) (CPFF)	As Directed
4008	LOGCAP REQUIREMENTS (PWS paragraph 2.2.8)	\$ _____



CONTINUATION SHEET	Reference No. of Document Being Continued		Page 9 of 60
	PIIN/SIIN W52P1J-07-D-0010	MOD/AMD	
Name of Offeror or Contractor: SERCO INC			

(FFP)

4009 LOGCAP WARFIGHTER \$ \_\_\_\_\_  
EXERCISE  
(PWS paragraph 2.2.9)  
(FFP)

4010 COCOM/ASCC PLANS As Directed  
(PWS paragraph 2.8)  
(FFP)

4011 TRAVEL \$ NSP  
(PWS paragraph 3.2)

\*\*\* END OF NARRATIVE B 0001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 10 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.225-4502 LOCAL	STATEMENT OF WORK-ENGLISH LANGUAGE DOCUMENTATION	FEB/1992

All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of statement of work)

(CS7103)

LOGISTICS CIVIL AUGMENTATION PROGRAM (LOGCAP) IV  
SUPPORT CONTRACT  
(SECTION C)

- 1.0 Introduction
  - 1.1 Scope
  - 1.2 Program Description
  - 1.3 Services To Be Provided
  - 1.4 Executive Agency
  - 1.5 Contract Administration
  - 1.6 Period of Performance
- 2.0 Support Contractor Tasks and Staffing Requirements
  - 2.1 Program Management Office
  - 2.2 Operations Support
  - 2.3 Program Support
  - 2.4 Liaison Officer Support
  - 2.5 Event Support
  - 2.6 Exercise Support
  - 2.7 Worldwide Management and Staffing Plan
  - 2.8 COCOM/ASCC Plans Support
- 3.0 Support Contractor Program Management
  - 3.1 Security Clearance
  - 3.2 Travel
  - 3.3 English Language Requirement
  - 3.4 Quality Assurance/Control
  - 3.5 Access to Procedures, Records, Data, and Facilities
  - 3.6 Environmental
  - 3.7 Operational Security
  - 3.8 Personal Readiness Training
  - 3.9 Identification
  - 3.10 Earned Value Management System
  - 3.11 Transition
  - 3.12 Safety
- 4.0 Reports

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 11 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

1.0 Introduction.

1.1 Scope. The purpose of this contract is to maximize resources and expertise of the Support Contractor to provide LOGCAP program management analysis and support on a global basis. . The contractor may deploy within the Continental United States (CONUS) in support of CONUS activities or world-wide in support of planning, training, exercises, or EVENTS. Requirements shall focus on LOGCAP capabilities and/or resources to support Army, Department of Defense component, U.S. Federal Government Inter-Agency requirements, and non-governmental and coalition forces LOGCAP support when approved by Department of the Army. This scope does not intend to limit LOGCAP responses to only military operations. SECRET clearance is required for Support contractor personnel. The LOGCAP Support contractor will perform the following functions: 1) provide operations support to the LOGCAP Operations Directorate; 2) provide program support to the LOGCAP Director staff; 3) provide liaison support between the LOGCAP Director and COCOM/ASCC staffs and assist with development of LOGCAP PWS and IGCE; 3) provide support to deployed LOGCAP Deputy Program Directors; 4) participate in LOGCAP related COCOM/ASCC exercises; 5) maintain the Worldwide management and Staffing Plan; and 6) maintain existing and document new COCOM/ASCC deliberate plans

1.2 Program Description. The principal objective of LOGCAP is to provide Combat Support and Combat Service Support (CS/CSS) to Combatant Commanders (COCOM) and Army Service Component Commanders (ASCC) (COCOM/ASCC) during contingency operations. Support shall be provided throughout the full range of military operations and other operations as designated by Department of the Army within reasonable cost. LOGCAP services may be authorized by the Department of the Army for use in supporting other military services, coalition and/or multinational forces, and other governmental/non-governmental agencies.

1.3 Services To Be Provided. The Support Contractor shall have detailed knowledge of the LOGCAP program and provide acquisition and life cycle management support for the program. This includes but is not limited to assisting Government staff with planning, development of policy guidance, budgetary, contract and systems/program management, training, liaison between the LOGCAP Director and COCOM/ASCC staffs, and administrative functions. The Support Contractor shall provide In-Process Reviews (IPR) at the discretion of the Government. Program support shall be provided to the LOGCAP Director, LOGCAP Operations Directorate, and deployed Deputy LOGCAP Directors. Program support may include liaison between supported units and the LOGCAP Director and staff, financial, technical, and pricing analysis of contractor cost estimates and task execution plans, training presentations and program of instruction (POI) development, exercise preparation and participation, and documentation and update of the LOGCAP World-wide Management and Staffing Plan and LOGCAP support plans. The Support Contractor shall collaborate with executing contractors, establish non-disclosure agreements as required, and document proprietary executing contractor input to the WMSP and COCOM/ASCC plans. It is not the intent of this contract to have the contractor perform inherently Governmental functions, or to have the contractor make discretionary decisions for the Government relating to the program or contracted support. The contractor will primarily provide advice, analysis, and draft document submissions for Government approval.

1.4 Executive Agency. LOGCAP is an Army G4 program. The U.S. Army Materiel Command (USAMC) is the executive agent for LOGCAP program management. The principal staff agency for day-to-day management and operation of this program is the Army Sustainment Command (ASC). AMC is responsible for all facets of the program from identification and inclusion of contract requirements through contract requirements execution, and the execution of an approved LOGCAP Plan in a designated theater of operations.

1.5 Contract Administration. ASC Rock Island IL, is the contracting agency for the AMC LOGCAP Contract. As the Contracting Activity for this contract, they have the authority through Procuring Contracting Officer (PCO) to enter into, administer, and/or terminate this contract and make related determinations and findings. Responsibilities after award are in accordance with those defined in the contract delegation letters, and those applicable portions of the Federal Acquisition Regulation (FAR) and its supplements. When authority is delegated to DCMA by the PCO, DCMA will perform contract administration functions based on individual Task Order delegation.

1.6 Period of Performance. The basic contract shall become effective on the date of award. The base year for contract performance is for 12 months from the date of contract award. The contract includes four one-year options. Each option period shall be for 12 months following the base year. All work to be performed shall be awarded by individual task orders in accordance with established ordering procedures. Each individual task order shall specify the period of performance to accomplish the PWS set forth in the task order.

2.0 Contract Objectives. Program management office staffing (paragraph 2.1) form the government minimum requirement for the first year. Additional requirements are stated separately as annual requirements to be separately priced for task order award.

2.1 Program Management Office Staffing: staff a program management office at the contractors principal work site with personnel able to provide program management, multi-functional logistics and engineering subject matter expertise, contracts administration, and office management. Program management staffing will not exceed five work years. Minimum requirement is for this office to provide minimal liaison between supported units (for the purpose of clarifying new contingency requirements) and the PCO, and provide minimal program support to the PCO for evaluation of LOGCAP executing contractor qualifying proposals. The office will maintain a directory/list of all current LOGCAP team personnel and their location and geographical coverage. Reports to be submitted as required by this function include the following: Operations Security Plan, Project Schedules, Trip Reports, Daily Event Situation Report, Exercise Report, Event Lessons Learned Report, Event After Action Report, Cost Status Report, Advance Travel Report, Accident Report, Quality Control Plan, Safety and Health Plan, Spending Plan, Material Condition Status Report, Worldwide Management and Staffing Plan, Regional Management Plans, and COCOM/ASCC Support Plans.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 12 of 60</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** SERCO INC

2.2 Operations Support: Support Director, LOGCAP Operations Directorate, with training expertise, exercise preparation and participation support, publication review, updating of standardized performance work statements, management of an annual LOGCAP Requirements Conference, management of an annual LOGCAP War Fighter exercise, current operations tracking, and analysis of performing contractor supply chain management. Duty location is with the Director, LOGCAP Operations Directorate (LOD), Ft Belvoir, VA. Requirement for this function will be stated and updated separately on an annual basis. Reports to be submitted as required by this functional include the following: Project Schedules, Trip Reports, Daily Event Situation Report, Exercise Report, Event Lessons Learned Report, Event After Action Report, Cost Status Report, Advance Travel Report, and Accident Report.

2.2.1 The support contractor shall assist and support Director, LOGCAP Operations Directorate, Ft Belvoir, VA, with training support, exercise preparation and participation, publication review, updating of standardized performance work statements as described below, management of an annual LOGCAP Requirements Conference, management of an annual LOGCAP War Fighter exercise, current operations tracking, and analysis of performing contractor supply chain management. Skills required for this CLIN include multi-functional logistics expertise, engineering expertise, ability to review and analyze performing contractor capability, and the ability to process change documents between supported commands and the LOGCAP Director PCO staff in an operations center environment. Planning contractor personnel should also be familiar with all aspects of operations center organization, be familiar with the Army decision making process, be familiar with and be capable of authoring contingency PWS and IGCE, and be familiar with standard Army five paragraph field orders to include all applicable annexes. In addition, Planning contractor personnel should also be familiar with how exercise scenarios are developed, injects to scenario are documented, and how command post exercises are conducted. Minimum SECRET clearance is required for contractor personnel performing Operations Support functions. Duty location for contractor LOD support is with the Director, LOD.

2.2.2 The Support contractor shall support Director, LOD, with five logistics subject matter experts and one graphics/database specialist. Three logistics specialists will monitor, track changing requirements, and provide daily input concerning current LOGCAP operations as a part of the LOD staff. Two logistics specialists will provide Army Materiel Command (AMC) Emergency Operation Center (EOC) coverage on a 24 hour per day, 7 day per week basis as directed by LOD. EOC staffing supports LOGCAP Program monitoring and reporting in support of Army Service Component Command (ASCC) and Combatant Command operations, contingencies, and exercises. In addition, all contractor personnel performing these functions will interface with LOGCAP Planners in AMC AFSB, ASCC, and COCOM Operations Centers and advise on the capabilities and functions of the LOGCAP Program and Contractors. Other duties may include the conduct of assessments, analyses, and development/preparation of LOGCAP briefings. The graphics and database specialist will maintain the LOGCAP operations database and publish weekly summaries of LOGCAP operational data and assist with preparation of briefings and special studies.

2.2.3 The Support contractor shall provide training packages for review to support ten (eight CONUS, two European (one Italy, one Germany) locations) deployment preparation command briefing sessions with deploying units or similar presentations related to the LOGCAP Program, annually. As required by the Government, the contractor shall provide approved training in all aspects of LOGCAP. The contractor shall provide the trainer, conduct classes, schedule class time and coordinate facilities. The contractor shall prepare for LOGCAP program review POI documentation incorporating LOGCAP information into existing military and civilian courses of instruction, new training courses incorporating LOGCAP, and mobile training teams for specific individual/team training as required.

2.2.4 The Support contractor shall contribute to the development of up to eight exercise (four CONUS, two Korean, and two European locations) scenarios and Master Scenario Events List (MSEL) injects annually. In addition, the contractor shall assist in the coordination and execution of one LOGCAP specific annual exercise (see paragraph 2.2.9).

2.2.5 The Support contractor shall assist Government personnel with the update, consolidation, revision, and publication of Department of the Army Regulations associated with LOGCAP and the management of Contractors Accompanying the Force. The contractor shall support ongoing development of Contractors on the Battlefield policies and shall validate implementation of the complete spectrum of these policies across the Army.

2.2.6 The Support contractor shall maintain and update Standard Service Packages (SSP) and integrate SSP into a Government owned electronic format that supported units can select appropriate aspects of the performance work statements (PWS), Independent Government Cost Estimate (IGCE), and Performance Requirements Summary (PRS) on existing standard systems. The selected components shall integrate into a package that includes a single PWS document, a consolidated IGCE document and a PRS document. The integrated format shall be both web-based and individual computer portable.

2.2.7 The government will provide contractor personnel with office space, telephones, and computer equipment in support of the Operations Support CLIN 0003. Reports to be submitted as required by this function include the following: Project Schedules, Trip Reports, Daily Event Situation Report, Exercise Report, Event Lessons Learned Report, Event After Action Report, Cost Status Report, Advance Travel Report, and Accident Report.

2.2.8 The Support contractor shall plan for, manage, administer, and provide lessons learned for one annual LOGCAP Requirements Conference (LRC). The LRC will be one week in duration (Sunday through Saturday), will have approximately one hundred participants (including approximately ten General Officers and/or Senior Executive Service personnel), and will be conducted in the month of March. LRC location will be in a commercial conference site in the vicinity of Ft Belvoir, VA. LRC agendas and speaker invitation lists will be provided by the LOGCAP Director, and Director, LOD. Contractor will be required to contract for a commercial conference site, support attendee Sunday arrival, support Friday afternoon attendee departure, Monday through Friday morning meeting schedules, Wednesday evening conference dinner, coordination with conference site for regional airport shuttle service during the conference, management of

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 13 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

attendee accountability (including issuance of name tags and packages of conference materials) and conference room facilities throughout the conference (plenary session conference room for all attendees, and seven small group discussion breakout rooms for up to 20 personnel in each room). Contractor will also contract for and provide copy support, briefing presentation assistance (computer, overhead, etc), and similar plenary session support. Reports to be submitted as required by this function include the following: Project Schedules, Trip Reports, Event After Action Report, Cost Status Report, Advance Travel Report, and Accident Report.

2.2.9 The Support contractor shall plan for, administer, develop, and execute one LOGCAP War Fighter exercise annually. Exercise location will be Collins Hall, Carlisle Barracks, PA. The exercise shall be five days in duration during the month of July. Contractor shall assist with scenario development, MSEL development, MSEL inject writing, management of exercise administration tasks required for all pre-exercise through post-exercise responsibilities, authoring of briefings during the exercise, and writing of exercise after-action reports and lessons learned. The exercise will have approximately two hundred attendees from Sunday through Friday. After action review will be prepared Friday morning and be presented Friday afternoon. Contractor will be required to contract for the Collins Hall facility, support attendee Sunday arrival, support following Friday afternoon attendee departure, Monday through Friday morning exercise schedules, manage attendee accountability (including issuance of name tags, security badges, and packages of conference materials) and conference room facilities throughout the conference (plenary session conference room for all attendees, and approximately seven supporting small group discussion breakout rooms, to support exercise scenario event discussion and briefing preparation requirements). Reports to be submitted as required by this function include the following: Project Schedules, Trip Reports, Event After Action Report, Cost Status Report, Advance Travel Report, and Accident Report.

2.2.10 The Support contractor shall analyze the management of up to three performing contractor supply chains in the theater of operation. In some situations, less than three performing contractors may be providing support in the same region at the same time. The supply chain management analysis shall include, but not be limited to, a validation of performing contractor efforts to achieve balanced, effective, and affordable supply chain support, benchmarking of performing contractor supply chain management efforts, planning and design, technology insertion, transportation, and distribution management. The analysis will also review performing contractor supply chain management in the context of the overall DoD theater distribution system, review the effectiveness of contractor total asset visibility of materiel flow, and how well the performing contractors are integrated into the theater distribution unity of effort. The contractor will recommend changes to current operations, recommend industry best practices to implement, and provide any resulting risk or impact statements where implementation of major changes to operations are affected. Reports to be submitted as required by this function include the following: Project Schedules, Trip Reports, Daily Event Situation Report, Exercise Report, Event Lessons Learned Report, Event After Action Report, Cost Status Report, Advance Travel Report, and Accident Report.

2.3 Program Support: Support the Director, LOGCAP, with initial proposal evaluation, definitization, and closeout functions for active LOGCAP task orders. Duty location is with the Director, LOGCAP, Rock Island Arsenal, IL. Requirement for this function will be stated and updated separately on an annual basis. Reports to be submitted as required by this function include the following: Project Schedules, Trip Reports, Event Lessons Learned Report, Event After Action Report, Cost Status Report, Advance Travel Report, Accident Report, and Spending Plan.

2.3.1 The Support contractor shall support the Director, LOGCAP, Rock Island Arsenal, IL, with initial proposal evaluation, definitization, and closeout functions for twenty five operational LOGCAP contingency task orders annually. A LOGCAP task order may include but is not limited to a qualifying cost proposal, basis of estimate, rough order of magnitude cost estimate, technical analysis, labor mix proposal, contractor assumptions, and PWS. Skills required by contractor personnel include the full spectrum of labor categories ranging from clerical support to expert level cost price analyst, extensive Excel spreadsheet analysis ability, ability to analyze accounting and financial data in SAP or Oracle format, and ability to perform regression analysis for projection of historical data. Audits will not be conducted by the support contractor. LOGCAP IV Support contractor will also be required for ongoing LOGCAP III task order management and transition to LOGCAP IV. Minimum SECRET clearance is required for contractor personnel performing this function.

2.3.2 The Support contractor shall provide the LOGCAP Director with technical and financial services assistance. That assistance shall include the expertise to perform Cost Monitoring, Cost Report Analysis, LOGCAP Requirements Analysis and Statement of Work Document Control, Independent Government Cost Estimate preparation and updating, Change Order Management, Financial and Technical Analysis of Cost and Performance.

2.3.3 The Support contractor shall review Performance Contractors assumptions, and validate Government requirements. The Support Contractor shall also identify potential discrepancies within the PWS, analyze executing contractors Basis of Estimates, and provide technical reviews of performance contractor proposals. In addition, monitor contractor bi-monthly cost reports, track incurred costs and monitor the estimate to completes, maintain burn rates, work with the Performance Contractor to understand performance metrics and advise the LOGCAP Director of potential cost savings or unanticipated increases that would result in budget decreases or increases.

2.3.4 The Support contractor shall alert the LOGCAP Program Director and PCO of federal fiscal law concerns that might arise during program planning, estimating, or execution (i.e., MILCON, OPA, OMA, and correct way to use funds for various types of requirement funding).

2.3.5 The government will provide contractor personnel with office space, telephones, and computer equipment in support of the Support Program CLIN 0004. Reports to be submitted as required by this function include the following: Project Schedules, Trip Reports, Event Lessons Learned Report, Event After Action Report, Cost Status Report, Advance Travel Report, and Accident Report.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-07-D-0010 MOD/AMD	Page 14 of 60
Name of Offeror or Contractor: SERCO INC		

2.4 Liaison Officer (LNO) Support: support selected commands and activities with one full time logistics planner on site. Contractor personnel will provide LOGCAP subject matter expertise to supported commands and assist those commands with preparation of statements of work, independent government cost estimates, and LOGCAP operational planning support. Requirement for this function will be stated and updated separately on an annual basis. Reports to be submitted as required by this function include the following: Project Schedules, Trip Reports, Daily Event Situation Report, Exercise Report, Event Lessons Learned Report, Event After Action Report, Cost Status Report, Advance Travel Report, Accident Report, and Quality Control Plan.

On an annual basis, the contractor shall support the following activities with one full time logistics planner on site at each of the following locations:

- HQ AFSC (Director LOGCAP) Rock Island Arsenal, Illinois
- HQ CENTCOM J4 Tampa, Florida
- FORSCOM G4 Ft McPherson, Georgia
- USARPAC G4 Ft Shafter, Hawaii
- USARNORTH G4/USARSO G4 Ft Sam Houston, Texas
- CASCOM Futures Lab Ft Lee, Virginia
- AFSB West (Stryker) Ft Lewis, Washington

SECRET clearance is required for contractor personnel performing liaison functions. Support Contractor LNO shall support COCOM and ASCC commanders and staffs by providing advice on LOGCAP use while LOGCAP use decisions are being made. In addition, Support Contractor SME shall assist supported staffs with documentation of operations plan LOGCAP contracting annexes to include IGCE preparation. The Support Contractor shall develop comprehensive CS/CSS augmentation plans as required. The Support Contractor may be required to visit the applicable AMC Army Field Support Brigades (AFSB) and COCOM/ASCC to perform data and information research on identified requirements. LNO support provided shall be in all phases of COCOM/ASCC planning, including but not limited to, pre-planning activities, briefings/plans for scenarios in peacetime and for contingency operations, In Process Reviews (IPR) briefings and reports, and After Action Reports (AAR), briefings and reviews. Skills required for this CLIN include multi-functional logistics expertise, engineering expertise, ability to review and analyze performing contracting cost proposals for completeness, and ability to author plans in standard Army Planning five paragraph field order format to include all applicable annexes. The government will provide contractor personnel with office space, telephones, and computer equipment in support of this CLIN. Reports to be submitted as required by this function include the following: Project Schedules, Trip Reports, Daily Event Situation Report, Exercise Report, Event Lessons Learned Report, Event After Action Report, Cost Status Report, Advance Travel Report, and Accident Report.

2.5 Event Support: support deployed Deputy LOGCAP Program Directors with full time logistics management specialist and cost and pricing analysts. When directed by the PCO, individual contractor personnel may deploy with supported commands to additional contingency areas of operation and assist with initial executing contractor activities. Contractor personnel may deploy within the Continental United States (CONUS) in support of CONUS mobilization activities of deploying units or world-wide in support of events. Requirement for this function will be stated and updated separately on an annual basis. Reports to be submitted as required by this function include the following: Project Schedules, Trip Reports, Daily Event Situation Report, Event Lessons Learned Report, Event After Action Report, Cost Status Report, Advance Travel Report, and Accident Report.

The contractor shall support each of the following deployed activities with one full time logistics management specialist, and three cost and pricing analysts:

- AFSB SWA (Deputy Director, LOGCAP - Kuwait) Camp Arifjan, Kuwait,
- AFSB SWA (Deputy Director, LOGCAP - Afghanistan) Bagram Air Force Base, Afghanistan
- AFSB Iraq (Deputy Director, LOGCAP) Camp Victory, Iraq

SECRET clearance is required for contractor personnel performing this function. In addition, Planning Contractor personnel may deploy with the supported unit to additional contingency areas of operation and assist with initial executing contractor activities. The contractor may deploy within the Continental United States (CONUS) in support of CONUS mobilization activities of deploying units or world-wide in support of EVENTS. Skills required for CLIN 0006 include multi-functional logistics and engineering expertise, ability to analyze performing contractor supply chain management effectiveness, and the ability to review and analyze performing contracting cost proposals for completeness. The government will provide contractor personnel with office space, telephones, and computer equipment in support of the Deputy LOGCAP Director Event Support CLIN 0006. Reports to be submitted as required by this function include the following: Operations Security Plan, Project Schedules, Trip Reports, Daily Event Situation Report, Event After Action Report, Cost Status Report, and Advance Travel Report, Accident Report.

2.6 Exercise Support: support exercise requirements as required to meet scheduled COCOM/ASCC exercise requirements. Personnel required to meet exercise support requirements will be stated by individual task order. Exercises will include Command Post Exercises, Field Training Exercises, and exercises verifying the completeness and accuracy of the LOGCAP Worldwide Management and Staffing Plan (WMSP) and COCOM/ASCC Support Plans. Requirement for this function will be stated and updated separately on an annual basis. Reports to be submitted as required by this function include the following: Project Schedules, Trip Reports, Daily Exercise Report, Event Lessons Learned Report, Event After Action Report, Cost Status Report, Advance Travel Report, and Accident Report.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 15 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

The contractor shall support the following exercise requirements with one multi-functional logistics SME present at the exercise location, and program management office support to produce one exercise rough order of magnitude (ROM) cost estimate and one task execution plan (TEP) per exercise:

Yama Sakura    Camp Zama, Japan    February  
Korea RSO&I    Camp Henry, Daegu, Korea    March  
Unified Quest (Army Transformation War Game)    Carlisle Barracks, PA    April  
Unified Endeavor (Iraq rotation MRX)    Ft Hood, TX    June  
Cobra Gold    Bangkok, Thailand    May (military transport from Bangkok to exercise site)  
Ardent Sentry (Homeland Security/Hurricane support)    Ft Sam Houston, TX - May  
Fuertes Defensas    Miami, FL - October  
Blue Advance    Miami, FL    September  
Unified Endeavor (Iraq rotation MRX)    Ft Bragg, NC - November

Minimum SECRET clearance is required for contractor personnel participating in exercises. The Support contractor shall participate in these exercises to verify the completeness and accuracy of the Worldwide Management and Staffing Plan, COCOM/ASCC Support Plan(s), or specific exercise scenarios. The Contractor shall assist in the development of Master Scenario Events List (MSEL) items to exercise LOGCAP planning and execution, EVENT PWS development, IGCE preparation, Time-Phased Force Deployment Data (TPFDD) movement, command and control, and contractor management. The Contractor may be required to use planning factors to respond to the exercise scenario as necessary and present performing contractor solutions to scenario based engineering or logistical support requirements. Skills required for this CLIN include multi-functional logistics expertise, engineering expertise, ability to review and analyze performing contracting cost proposals for completeness, and ability to respond to specific requirements where the supported unit has decided to use LOGCAP as a solution to a support shortfall. Contractor personnel must be familiar with the Army five paragraph field order including all applicable annexes. Length of each exercise is two weeks. Commercial hotels will be utilized for billeting. Rental car is required for transportation. The government will provide contractor personnel with office space, telephones, and computer equipment in support of this CLIN. Reports to be submitted as required by this function include the following: Project Schedules, Trip Reports, Daily Event Situation Report, Exercise Report, Event Lessons Learned Report, Event After Action Report, Cost Status Report, Advance Travel Report, Accident Report, and Spending Plan.

2.7 Worldwide Management and Staffing Plan (WMSP). One annual WMSP planning requirement may be required. The Support contractor shall maintain the LOGCAP WMSP including LOGCAP IV performance contractor concepts of execution, business practices and vendor databases. The WMSP shall address all required personnel, management, equipment, materials, communications, transportation, facilities, supplies, potential suppliers, and cost estimates required to accomplish all stated requirements described in the WMSP scenario. Reports to be submitted as required by this function include the following: Project Schedules, Trip Reports, Event Lessons Learned Report, Event After Action Report, Cost Status Report, Advance Travel Report, Accident Report, Spending Plan, and Worldwide Management and Staffing Plan.

When directed by the PCO, the Support contractor shall maintain the LOGCAP WMSP. The purpose of the WMSP is to describe LOGCAP contractor capability to provide CS/CSS as prescribed by the terms and conditions of the LOGCAP contract and will be used by the LOGCAP Director and staff, COCOM and ASCC staffs, and other staffs and activities as required. The WMSP shall address all required personnel, management, equipment, materials, communications, transportation, facilities, supplies, potential suppliers, and cost estimates required to accomplish all stated requirements described in the WMSP scenario. Updated geographic region, associated planning factors, scenario, plan distribution, and planning conference schedule will be provided by the LOGCAP Operations Directorate (LOD). The WMSP shall be written in Army five-paragraph operations order format. Organization of the WMSP including integration of Performance Contractor input will be coordinated by LOD during the initial and subsequent WMSP updates. The Contractor shall integrate Executing Contractor input including, but not limited to, support concept, business practices, organization, and cost estimates. The WMSP scenario will be used to illustrate how a designated force would be supported by LOGCAP contractors. The Support Contractor shall be responsible for obtaining all information necessary to update/revise the WMSP. Minor construction using Operation and Maintenance funds is the only approved level of construction authorized unless individual military construction (MILCON) projects are identified for further consideration. The Contractor shall provide the updated WMSP, and subsequent revisions as directed by the PCO in electronic and hard copy format. Reports to be submitted as required by this function include the following: Project Schedules, Trip Reports, Event Lessons Learned Report, Event After Action Report, Cost Status Report, Advance Travel Report, Accident Report, Spending Plan, and Worldwide Management and Staffing Plan.

2.8 COCOM/ASCC Plans: develop and maintain COCOM/ASCC LOGCAP support plans based on requirements identified by those commands. Maintain the plans for the life of the contract. Travel to the applicable Army Field Support Brigade and COCOM/ASCC to perform research may be required. Requirement for this function will be stated and updated separately on an annual basis.

Annual COCOM/ASCC planning requirements may include six plan revisions and 4 new plans per year. When directed by the PCO, by individual task order, the Support Contractor shall develop each COCOM/ASCC Plan update or new plan based on specific requirements identified by those commands. All COCOM/ASCC Plans become the property of the U.S. Government. The Contractor shall maintain plans for the life of the contract. The contractor may be required to visit the applicable AFSB and COCOM/ASCC to perform research. The planning shall include development of annexes and appendices to plans, risk assessments for logistics support, and development of standardized PWS to support LOGCAP requirements. The COCOM/ASCC Plans shall address all required personnel, management, equipment, materials, communications, transportation, facilities, supplies, potential suppliers, and cost estimates necessary to accomplish all COCOM/ASCC

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 16 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

requirements. The Contractor shall use the criteria, planning factors, planning scenarios, time lines and augmentation requirements as prescribed by the COCOM/ASCC. In those cases where the COCOM/ASCC does not dictate specific criteria or planning factor(s), the contractor shall use the Worldwide Management and Staffing Plan as guidance. All plans shall be written in basic five-paragraph operation order format. Skills required for CLIN 0010 include multi-functional logistics and engineering expertise, ability to review and analyze performing contracting cost proposals for completeness, and ability to author plans in standard Army Planning five paragraph field order format to include all applicable annexes. The contractor will participate in a start work meeting at the supported command designated location. The contractor will also participate in a plan acceptance meeting at the supported command designated location. At the plan acceptance meeting, the contractor will present a plan support concept briefing as part of the meeting agenda. Reports to be submitted as required by this function include the following: Project Schedules, Trip Reports, Event After Action Report, Cost Status Report, Advance Travel Report, Accident Report, Spending Plan, and COCOM/ASCC Support Plans.

### 3.0 Support Contractor Program Management

3.1 Security Clearances: The contractor must be able to demonstrate the existence of a current U.S Facility Clearance to the SECRET level In Accordance With (IAW) Department of Defense Directive (DoDD) 5220.22, NISPOM. This SECRET level clearance also applies to affiliates, team members, and subcontractors if they have access to classified information. Individuals who require access to classified information or material must have an individual security clearance at the SECRET level. This clearance shall include both accesses to secure documents involving the SECRET classification, and storage capabilities to the same level. The contractor shall pay close attention to operational security issues (even for unclassified information if it is of value to the threat) and ensure proper marking and handling of any information that might be detrimental if publicly released. Reference the following documents: a. AR 25-55, Freedom of Information Act (FOIA), b. AR 380-5, Department of the Army Information Security Program, c. Security Classification Guidance, Operation ENDURING FREEDOM and Operation NOBLE EAGLE, March 28, 2002, d. Executive Order 13292, Sec. 1.7., e. DoDI 5230.29.

3.2 Non-Event Administrative Travel. Upon direction by the PCO, the contractor shall travel to locations) within or outside a COCOM/ASCC designated Area of Responsibility (AOR). Types of Non-Event administrative travel include such items as briefings, conferences, meetings, etc. Travel necessary for the performance of this contract shall be reimbursed IAW the contract, FAR 31.205-46 and the Joint Travel Regulations (JTR). Unscheduled travel shall require prior Government coordination and approval in writing by the Contracting Officer or his authorized representative.

Upon direction by the PCO, the Contractor shall perform site visit(s) at location(s) within or outside a COCOM/ASCC designated Area of Responsibility (AOR). The purpose of the visit(s) shall be to gather data, information, and sources (potential suppliers) required to assist the Contractor in developing plans. The Contractor may also be required to visit the applicable country/countries and/or regions to perform data, information, and sources (potential suppliers) research. Travel necessary for the performance of this contract shall be reimbursed IAW the PWS, FAR 31.205-46 and the Joint Travel Regulations (JTR). Unscheduled travel shall require prior Government coordination and approval in writing by the Contracting Officer or his authorized representative.

3.3 English Language Requirement. All Contractor employees shall either be literate in English or a translator available at all times to the extent of being able to read, write, speak, and understand the language in order to ensure all safety, health, security requirements are met. The contractor shall ensure communications are provided as necessary to understand instructions concerning equipment to the extent that performing his duties requires him to operate, maintain, repair, or in some way interact with the equipment and the customer.

3.4 Quality Control. The Contractor shall be responsible for the quality, technical, logistical and financial accuracy, and the coordination of all aspects of performance. As identified in each task order, the Contractor shall establish and maintain a written Quality Control Plan (QCP) to be available for the Government to review within 60 days of contract award to ensure the requirements of the contract are provided.

3.5 Access to Procedures, Records, Data, and Facilities. The Contractor shall allow the PCO or his duly authorized representatives access at any reasonable time to and the right to examine all facilities, records and data to include any of the Contractors books, documents, papers, or other records related to this contract. It is the intent that, throughout this contract, the Government has a fair and complete understanding of the contractors capability to provide support. As such, the contractor needs to cooperate with authorized Government personnel and support contractors in obtaining the necessary information to properly assess the contractors capability.

3.6 Environmental. Contractor personnel working on this contract are required to adhere to Annex L of the COCOM Operation order which may include all or portions of DODI 4715.5, as well as other DOD environmental guidance such as DODI 4715.4, DODI 4715.8, EO 12088, or DODD 4715.1E. In the absence of any negotiated standards or guidance, the contractor shall adhere to all applicable Host Country laws and regulations. In the further absence of Host Country law or regulation, the contractor shall follow United States Army Environmental Protection and Enhancement regulations as made applicable to the contract by the Contracting Officer. The contractor shall indemnify and hold the US Army harmless for any fines and penalties that are received or issued as a result of contractors failure to comply with environmental laws, regulations or orders unless such fines or penalties are incurred as a result of specific instructions by the PCO, after the contractor has informed the PCO of the potential violation. The Government shall have the right to offset any such monies due. Note that the contractor is responsible for compliance by all invitees, guests, assigns, subcontractors, and their employees.

3.7 Operational Security (OPSEC). Operations security (OPSEC) denies adversaries information about friendly intentions and



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 17 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

capabilities, which they need to make competent decisions. Without prior knowledge of friendly actions, adversary leaders cannot act effectively to prevent friendly mission accomplishment. The contractor, as an adjunct of the\Force, must therefore identify and protect information an adversary could use to defeat U.S. forces, if that adversary possessed it in a timely manner consistent with AR 530-1 and other OPSEC guidance. The contractor shall identify and train an individual on their staff to serve as their OPSEC officer, and shall ensure all task order activities and operations are consistent with the Command OPSEC program and shall coordinate OPSEC with the COCOM OPSEC staff proponent and ACO. When required, Task Order specific OPSEC planning will be in accordance with AR 530-1, OPSEC.

3.8 Personal Readiness Training. The Contractor shall comply with current DOD, DA, and HQ AMC PR training guidance found in DOD 2310.2 Personnel Recovery, DA Policy AR 350.1, and HQ AMC Policy, 31 March 2005, Personnel Readiness Training. This is mandatory pre-deployment theater entrance training and certification for all at risk personnel performing authorized DoD missions. The LOGCAP Contractor will certify compliance with all Personnel Readiness requirements for all U.S. National contractor personnel deployed or deploying to all overseas COCOM. Third Country Nationals (TCN) are not part of this mandatory training.

3.9 Identification. All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that the contract personnel is a Government employee, or is an official representative of a Governmental organization. Such confusion can lead to improper and criminal release of information, and can jeopardize the contractors future ability to compete on other work. The contractor shall ensure that all employees wear badges (whether issued by the Government or a separate badge provided by the company) that clearly put others on notice that they are contractor employees. This shall be evident from a minimum distance of 10 feet (whether by color, large letters or other means). The contractor must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

3.10 Earned Value Management System (EVMS). Contractors will comply with EVMS in accordance with the FAR or as detailed in individual Task Orders.

3.11 Transition. It is the intent of both the phase-in and phase-out provisions to allow seamless transition between contracts and allow for the cooperative transfer of task execution between contractors as needed.

3.11.1 Phase-In. The phase-in period will permit a new contractor to solidify the placement of all key personnel, establish their LOGCAP database as well as general familiarization procedures that will enable full performance on any and all aspects of the PWS. The contractor may observe Government personnel in performance of tasks covered by its contract as practicable. The Contractor shall ensure during phase-in activities that: contractor employees shall not interfere with any mission or task activities. All visits shall be coordinated in advance, to include arrangements for contractor personnel to be accompanied by a Government employee previously designated for that purpose. The designated Government representative shall coordinate discussions between Government and contractor employees while they are on duty.

3.11.2 Phase-Out. The Government reserves the right not to exercise any option period beyond the base year of the contract. In the event that an option period is not exercised for continued performance by the contractor, a 30 calendar day period shall be allowed for phase-out actions. The incumbent LOGCAP contractor shall permit any successor LOGCAP contract to observe and become familiar with operations under the Contract as appropriate. The incumbent contractor shall not defer needed work for the purpose of transferring responsibility to the successor contractor. The incumbent contractor shall fully cooperate with the successor and the Government so as not to interfere with the execution of task requirements under this contract.

3.11.3 Stipulations. The phase-in and phase-out stipulations contained herein are considered part and parcel of the contract period. There shall be no separately stated costs or payments by the Government for costs that may be incurred by the contractor as a direct or indirect result of this phase-in and phase-out stipulation. All such costs shall be included in the basic contract price.

3.12 Safety.

The Contractor shall establish a Safety and Health Program, which shall provide safety and health protection as, required by with applicable health and safety standards. The Contractors safety and health program shall include a safety plan showing methods and procedures for ensuring compliance with applicable Health and Safety standards. Before starting work, the Contractor shall give each new employee a safety orientation concerning the hazards and precautions of the job assigned. A continuous training program shall be instituted by the Contractor to make employees aware of existing hazards and all new hazards.

The Contractor shall IMMEDIATELY report telephonically to the PCO or designated representative any bodily injury, death, damage to Government property, and accidental loss of Government property resulting from the activities of the Contractor, his agents, or employees. A written accident report shall be forwarded to the PCO within two working days after the date of the accident. All accident records required shall be maintained by the contractor and will be made available to the Government upon request. In addition, the contractor shall make a thorough analysis of all accidents in order to eliminate the cause(s) of such accidents. The Contractor shall provide corrective action to support the results of the review to the PCO.

The Contractor will develop a written Safety Plan. The plan must describe top-level management leadership in the safety and health management system. Management must clearly describe its commitment. The plan must describe methods used to recognize, identify, and analyze hazards. The plan must also describe methods used to inform employees of hazards found and control measures taken. The plan

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 18 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

must describe and give examples of how Contractor controls hazards, including preventative maintenance, occupational health care program, emergency preparedness, change management, and hazard elimination. The plan must describe the formal and informal safety and health training program for managers, supervisors, and employees. The plan must include training protocols and schedules of training. The plan must describe how the contractor will comply with specific programs requirements of OSHA such as Process Safety Management, Blood borne Pathogens, etc.

3.13 Property Reporting Systems

The contractor shall ensure that their property reporting systems will allow for interface and input into Government property systems when requested. The intent is to permit the Government to (have) maintain integrated asset visibility over all Government-owned property in the possession of all contractors and subcontractors. The specific property systems will be identified depending on the contingency or systems used by the theater.

4.0 Reports. The Contractor shall provide a copy of all LOGCAP Plans, reports, submittals, and briefings in electronic format (e-mail/File Transfer Protocol (FTP) /CD-ROM and one copy in read/write format). The contractor shall provide a copy of all briefing given by or to the Contractor. The PCO or his delegated representative, prior to briefings/presentations, shall approve slides and items prepared by the Contractor for publication. Slides and/or Minutes of meetings or review (including on-board) conferences, and trip reports prepared by the Contractor for publication shall be approved by the Procuring Contracting Officer (PCO) prior to presentation. Minutes and trip reports shall include a complete summary and be in sufficient detail to identify reason for trip, dates, locations, points of contact, persons contracted, addresses, telephone numbers, attendees, directions received, areas of concern, accomplishments, action items and salient items of interest identified at the meeting or on the trip. The contractor shall provide to the PCO, for the life of the contract, activity summaries, trip reports and other reports listed throughout the PWS. The PCO may change the format required for these reports at any time during the life of the contract. All minutes or trip reports shall be submitted to the PCO within seven (7) calendar days of completing the meeting, conference or trip.

\*\*\* END OF NARRATIVE C 0002 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 19 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

SECTION D - PACKAGING AND MARKING  
Except as required by FAR PART 45, Markin of U.S. Government property of any kind, such as buildings, enquipment, vehicles, etc., will be limited only to "Contractor Acquired Property under LOGCAP / U.S. Government. Specific instructions to be provided in each task order."

\*\*\* END OF NARRATIVE D 0001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 20 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(End of Clause)

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-4	INSPECTION OF SERVICES-FIXED PRICE	AUG/1996
E-2	52.246-5	INSPECTION OF SERVICES-COST-REIMBURSEMENT	APR/1984
E-3	52.246-6	INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR	MAY/2001

Inspection and Acceptance. The inspection and acceptance of work performed shall be at the site where work is performed. The Government shall have the right to inspect the Contractor's performance under this contract IAW the Inspection and Acceptance clauses. The PCO may conduct such inspection and surveillance of the Contractor's performance under the contract as determined appropriate and necessary. The PCO shall exercise these responsibilities through his staff and in connection with Inspector General and any related agencies necessary to insure that the standards set forth herein are met. The standards set forth in the contract and clarified in each Task Order shall be the criteria by which the Contractor's performance shall be bid and inspected. These standards may either be in full text or incorporated by reference (regulations, etc). If standards are not otherwise stated in an individual T.O., the contractor shall perform, at a minimum, to Army standards applicable to the type of work. If regulations are referenced, the contractor's performance shall be consistent with the intent of the regulation and obligations imposed upon the Government. Government inspection personnel may monitor the Contractor's performance by physical inspection, review of reports and documentation as well as validated customer complaints. Corrective action for deficiencies shall be at the Government's discretion.

Appointment of Contracting Officers Representative (COR). The PCO/ACO may designate individual(s) to act as the COR under any resultant Task Order. Letter from the PCO shall designate such representative with an information copy to the Contractor. The COR shall represent the PCO/ACO in the "TECHNICAL PHASES" of the work, BUT SHALL NOT BE AUTHORIZED to change any of the terms and conditions of the contract. The COR shall be in a liaison capacity to coordinate activities between the Contractor and the Government as required in the performance of work under each Task Order.

Inspection System. The Contractor's inspection system shall contain measures for prompt detection of any condition that fails to conform to the contract requirements. Corrective action procedures shall include, as a minimum, action to correct the deficiency and necessary measures to prevent recurrence of such deficiencies.

Performance Evaluation Meetings. Each Task Order shall specify the method and frequency of Performance Evaluation Meetings. The PCO or his representative shall hold these meetings as determined necessary. A mutual effort shall be made to resolve any and all problems identified.

Rights and Remedies. The rights of the Government and remedies described in the Quality Assurance Section are in addition to all other rights and remedies set forth in the contract. Specifically, the Government reserves its rights under the Inspection of Services clause and the Termination for Default Clause.

DCMA. When delegated authority by the PCO, DCMA will perform contract administration responsibilities as directed.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 21 of 60
	PIIN/SIIN	W52P1J-07-D-0010	
Name of Offeror or Contractor: SERCO INC			

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I	APR/1984

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 22 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.245-4506 LOCAL	GOVERNMENT FURNISHED PROPERTY	OCT/1994
Schedule of Government Furnished Property			

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number AS SPECIFIED IN EACH TASK ORDER of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number AS SPECIFIED IN EACH TASK ORDER of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number AS SPECIFIED IN EACH TASK ORDER of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of clause)

(HS6075)

H-2	52.246-4557 LOCAL	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995
Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.			

Send copies to:

1. Purchasing Office  
COMMANDER, U.S. ARMY SUSTAINMENT COMMAND  
ATTN: AMSAS-ACF  
1 ROCK ISLAND ARSENAL  
ROCK ISLAND, IL 61299-6500
2. Program Management  
U.S. ARMY SUSTAINMENT COMMAND  
ATTN: PM LOGCAP  
1 ROCK ISLAND ARSENAL  
ROCK ISLAND, IL 61299-6500

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-07-D-0010 MOD/AMD	Page 23 of 60
Name of Offeror or Contractor: SERCO INC		

3. Send additional copies as indicated in each task order

(End of clause)

(HS6025)

H-3 52.237-4501 ACCOUNTING FOR PERSONNEL MAR/2001  
As directed by the Contracting Officer or his/her representative, the Contractor shall report its employees by:

- (a) Last Name, First Name, Middle initial
- (b) Social Security Number
- (c) Name of Contract Company
- (d) Specialty
- (e) Area of Deployment
- (f) Duration of Deployment
- (g) Purpose of Deployment
- (h) Point of Contact for Deployment
- (i) Possession of any Specialized Equipment

In addition, the contractor should report whenever entering and leaving the area of operations to the AMC-Forward Commander who will disseminate via SITREP to the G4, Force Protection, theater PARC, and the Contracting Officer.

(End of clause)

(HS7800)

H-4 Business Integrity and Organizational Conflict of Interest

A. It is anticipated that the planning services provided under this solicitation will require access to, and knowledge of, the proprietary information of the LOGCAP IV Performance contractors, non-public government information, pre-solicitation information, and information which would impair the planning/support contractors objectivity. It is further anticipated that the planning/support contractor will work closely with each of the LOGCAP IV Performance contractors after contract award to implement the Government LOGCAP mission. While the planning/support contractor will not engage in any activity that is deemed inherently governmental, it is expected by the parties that the contractor will be acting in support of, and in a fiduciary relationship with, the Army.

B. To maintain the integrity of the expenditure of public funds, it is imperative that the contractor maintain the highest degree of integrity and honesty, and have standards of conduct and internal control systems provide for:

- (1) A written code of business ethics and conduct and an ethics training program for all employees;
- (2) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with standards of conduct and the special requirements of Government contracting;
- (3) A mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
- (4) Internal and/or external audits, as appropriate;
- (5) Disciplinary action for improper conduct;
- (6) Timely reporting to appropriate Government officials of any suspected or possible violation of law in connection with Government contracts or any other irregularities in connection with such contracts; and
- (7) Full cooperation with any Government agencies responsible for either investigation or corrective actions.

C. The planning/support contractor (including its key personnel) can not have any actual or pending financial interest in the LOGCAP IV Performance contractors for the period of this contract which might cause, or give the appearance of, a conflict with the performance of the requirements under this contract. Clear mitigation of any potential conflict must be presented to the satisfaction of the contracting Officer. The planning/support contractor is specifically prohibited from performing under any of the LOGCAP IV contracts (resulting from solicitation W52P1J-06-R-0049) as a LOGCAP IV prime contractor, subsidiary, subcontractor-at any tier, vendor, supplier, Joint Venture and/or any in any other business capacity that might result in an OCI.

D. The contractor shall enter into an agreement with the LOGCAP IV Performance contractors to ensure proper access to, and protection of, the LOGCAP IV Performance contractors proprietary data (see FAR 9.505-4(b)) and to establish working relationships, cooperation, and joint participation in meeting LOGCAP planning and CS/CSS support needs. The agreements shall address, at a minimum, the following:

- (1) Identify the parties and their relationship;
- (2) Identify the program involved and the relevant Government contracts of the parties;
- (3) Describe contractor interfaces by general subject matter;
- (4) Specify categories of information to be exchanged or support to be provided;
- (5) Give expiration date (or event) of the agreement
- (6) State that if there is a conflict between the relevant Government contract(s) and the agreement, the contract(s) govern(s); and

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 24 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

7) Have an agreement to protect proprietary data, including restrictions on employees.

A copy of this agreement shall be made available to the Contracting Officer. This agreement should be concluded as quickly as possible after the contract awards. Failure to have this agreement in place may limit the work that may be awarded under this contract until such agreement is signed.

E. Release of non-public information obtained under this contract, or use of such non-public information for purposes unrelated to the performance of this contract, is prohibited. Contractor shall ensure the return of all non-public information obtained under this contract prior to contract closeout.

F. The contractor shall maintain adequate and reasonable ethics policies and training procedures consistent with paragraph B above and DFARS Part 203.70 to prevent its employees from releasing non-public information or gaining any financial or employment interest that may create a conflict with their duties under this contract.

G. All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating the potential for confusion. The contractor shall ensure that all employees wear badges (whether issued by the Government or a separate badge provided by the company) that clearly put others on notice that they are contractor employees. This shall be evident from a minimum distance of 10 feet (whether by color, large letters or other means). The contractor must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

H. The intent of this provision is to prevent the improper release or disclosure of information, or any actual or perceived personal or organizational conflict of interest that might arise in the performance of this contract. In addition to other requirements, the contractor shall bring any potential conflicting relationships or financial interests, held by the support contractor, its key employees, or subcontractors to the attention of the Contracting Officer throughout the life of this contract. If the Contracting Officer determines that an unacceptable conflict exists, the contractor will take the actions necessary to mitigate or eliminate the conflict.

I. This prohibition will remain in effect throughout the life of the planning contract through final payment. Further, the contractor shall include this prohibition in all negotiated subcontracts (to exclude routine supply and service subcontracts) that it enters into.

H-5 Special Provisions for Peacetime Contracts

1. The general guidance provided by this provision is not all-inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon theatre commanders guidance impacting on the deployment. The Contracting Officer may tailor these provisions as appropriate for individual task orders. These provisions are in addition to other clauses in the contract, to include DFARS 252.225-7040. Any direct inconsistency between this clause and the cited DFARS clause shall be interpreted IAW the DFARS provisions.

2. In the event that the contractor deploys individuals into the area of operations in support of a contingency or exercise, the following conditions may apply... (TBD at task order award).

H-6 Management

1. The contracting officer is the only authorized official who shall increase, decrease, or alter the performance work statement to be performed, and any orders or instructions interpreted by the contractor as impacting the scope or cost of the contract.

2. The contractor shall screen all employees and subcontractors in accordance with the current operational security screening standards for the AO where performance will occur.

3. The contractor shall pay close attention to operational security issues (even for unclassified information if it is of value to the threat) and ensure proper marking and handling of any information that might be detrimental if publicly released. Reference the following documents: a. AR 25-55, Freedom of Information Act (FOIA), b. AR 380-5, Department of the Army Information Security Program, c. Security Classification Guidance, Operation ENDURING FREEDOM and Operation NOBLE EAGLE, March 28, 2002, d. Executive Order 13292, Sec. 1.7., e. DoDI 5230.29.

4. The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees and ensure compliance with the contract requirements. The Commander may bar employees or sub-contractors from their Area of Operation (AO) for improper conduct. The Contractor shall not hire or transfer such employees or subcontractors to work in other areas without notification to, and approval by, the Procuring Contracting Officer (PCO) explaining the circumstances and justifying the use of an otherwise barred employee or sub.

5. The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 25 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

#### H-7 Risk Assessment and Mitigation

1. The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.
2. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.
3. The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.
4. If a contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, or as directed by the contracting officer.
5. The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations and establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.
6. As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens of the United States, aliens in resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

#### H-8 Central Processing and Departure Point

1. For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for scheduled deployment.
2. The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.
3. The government at its discretion may provide the contractor employees with Chemical Defensive Equipment (CDE) familiarization training commensurate with the training provided to Department of Defense civilian employees.
4. Also see DFARS clause 252.225-7040, Contractor Personnel Supporting a Force Outside the United States, in Section I.

#### H-9 Standard Identification Cards

1. The contracting officer/AMC Forward point of contact shall identify to the contractor all identification cards and tags required for deployment.
2. The contracting officer/AMC Forward point of contact shall issue or shall inform the contractor where the identification cards and tags are to be issued.
3. The contracting officer/AMC Forward shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.
4. The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.
5. Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

#### H-10 Medical

1. The government may require medical screening at the CONUS Replacement Center for FDA approved immunizations, which may include DNA sampling.
2. The government at its discretion may provide to contractor employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations. This does not include local nationals under normal circumstances.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-07-D-0010 MOD/AMD	Page 26 of 60
Name of Offeror or Contractor: SERCO INC		

3. Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

H-11 Vehicle and Equipment Operation

1. The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.
2. All contractor owned motor vehicles shall meet required vehicle requirements within the Area of Responsibility (AOR) and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property. All contractor owned motor vehicles may at the PCO direction be required to conspicuously display the contractors logo and/or name on both sides of the vehicle.
3. The contractor shall permit the Government to operate any equipment held under this contract if emergency or security situations prevent contractor operation and support to mission essential performance. The contractor shall not be responsible for damages directly resulting from such Government operation.

H-12 Reception, Staging, Onward Movement and Integration.

1. Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative, the AMC-Forward, or Theater Commander.
2. The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as; MILSTAMP, etc., for safety, packaging, tie-down, etc.

H-13 Living under Field Conditions

1. As stated in DFAR 252.225-7040, the contractor is responsible for providing all support to its employees (including subcontractor employees) unless otherwise stated. However, the government at its discretion may provide contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations. Such support must be specifically provided for in the contract or task order.

H-14 Morale, Welfare, Recreation

1. The government at its discretion may, consistent with the terms and conditions of the contract, provide contractor employees (US citizens only) deployed in the theater of operations, morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations.

H-15 Status of Forces Agreement

1. (For Germany) The contractor is responsible for documenting technical expert status, as required.
2. The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

H-16 Pay

1. In the event the contractor must pay additional compensation above that established by Department of State standards for DOD civilians to retain or obtain personnel to perform in a theater of operations during a declared contingency, the contractor must obtain prior approval by the Procuring Contracting Officer before incurring any additional compensation costs. The contractor shall furnish proper business case analysis to the contracting officer to substantiate any adjustment to the contract. Any such increases shall not be subject to fee.

H-17 Tour of Duty/ Hours of Work

1. The contracting officer shall provide the contractor with the anticipated duration of the deployment.
2. The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 27 of 60</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** SERCO INC

employees who have deployed less than 179 days, the contractor may rotate personnel at his own expense, for employees who have deployed greater than 179 days may be rotated as an allowable cost under the contract. The contractor will coordinate personnel changes with the contracting officer.

3. The contracting officer shall provide the contractor with anticipated work schedule.
4. The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.
5. The contracting officer, or his/her designated representative, may modify the work schedule to ensure the governments ability to continue to execute its mission.

**H-18 On-Call Duty or Extended Hours**

1. The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.
2. The contractor shall be available to work on-call to perform mission essential tasks as directed by the contracting officer.
3. The contracting officer, or his/her designated representative, will identify the parameters of on-call duty.

**H-19 Worker's Compensation Insurance**

1. The contractor shall ensure that workers compensation insurance under the Defense Base Act is provided to its employees in the theater of operations, unless a proper waiver has been obtained.

**H-20 Return Procedures**

1. Upon notification to the contractor of redeployment, the contracting officer at his/her discretion may authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.
2. The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractors employees are returned to government control upon completion of the deployment as required.
3. The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

**H-21 Legal**

1. Public Law 106-523. Military Extraterritorial Jurisdiction Act (MEJA) of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.

Per the MEJA Act, the contractor and all subcontractors at any tier shall provide the below notification to all employees, including employees hired after contract award, in a language understandable by each employee. The contractor shall report compliance with this clause to the contracting officer during contractor mobilization, and subsequently upon request. The Contractor shall respond to requests for reports on compliance with this clause in the manner and with such content as is specified by the contracting officer at no further cost to the government. The contractor, and all subcontractors at any tier, are responsible for providing each employee with the below notification by actions sufficient to ensure all employees have received and understood the notification including, but not limited to, providing the notification and obtaining a written acknowledgement of the notification by each employee, posting the notification in a conspicuous place frequented by its employees, and including the below notice in employee manuals or employment information. Employees who are not literate (who cannot read) shall have this notification read to them in a language understood by said employee. The below notification will be provided during employee training and any briefings provided to contractor's employees and subcontractor employees at any tier no later than ten days after being hired for this contract or arrival in the foreign country in which they will be assigned, employed by, or accompanying the US Armed Forces, or residing as a dependent. The contractor shall maintain a copy of each employees written acknowledgement of receipt of the notification and shall provide the same upon request by the contracting officer. The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members. In the event of conflict between DoDI 5525.11 or any applicable U.S. military regulations, DoDI 5525.11 and/or applicable U.S. military regulations or orders will control over this clause. The notification referenced above is as follows:

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W52P1J-07-D-0010      <b>MOD/AMD</b></p>	<p><b>Page 28 of 60</b></p>
----------------------------------	--	-----------------------------

**Name of Offeror or Contractor:** SERCO INC

Notification: Under the Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. In the Iraqi theater, MEJA may be used to prosecute individuals who are employed by or accompany the U.S. Armed Forces, including all subcontractors at any tier, with the exception of persons ordinarily residing in Iraq or Iraqi Nationals. The law also applies to individuals accompanying a contractor for the US armed forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

H-22 Personnel Recovery Training

Personnel Recovery Training

1. REQUIREMENTS FOR PERSONNEL RECOVERY (PR)/SURVIVAL, EVASION, RESISTANCE, & ESCAPE (SERE)/ISOLATED PREPARATION REPORT (ISOPREP).

a. PERSONNEL RECOVERY (PR) REQUIREMENT FOR ALL U.S. NATIONAL DEPLOYING AND DEPLOYED CONTRACTOR PERSONNEL: Please note that this training is currently only required for U.S. National contractor personnel deploying to Central Command (CENTCOM), European Command (EUCOM), Southern Command (SOUTHCOM), and Pacific Command (PACOM) theaters and working on Department of Defense (DoD) contracts, or those stationed in theaters contracted in support of DoD activities or operations. It is important for contractors to understand that this policy applies to all U.S. National contractor personnel who work for the prime contractor and any of the subcontract tier levels on a DoD contract overseas. This training is required to be taken annually.

1. In accordance with DODD 2310.2 Personnel Recovery, DA Policy-AR 350.1, and HQ AMC Policy (dated 31Mar05), Personnel Recovery Training is a mandatory pre-deployment theater entrance training and certification requirement for all "at risk"(Military, DoD Civilians and Contractors) performing authorized DoD missions.
2. The LOGCAP Contractor is responsible for certifying compliance with all Personnel Recovery requirements and providing Personnel Recovery Training to all its U.S. National contractor personnel deployed or deploying to all overseas Combatant Commanders, COCOMs: CENTCOM, EUCOM, PACOM, and SOUTHCOM.
3. PR Training certification is required for all U.S. National LOGCAP contractors required to travel OCONUS regardless of deployment status (rotational assignment or temporary duty).
4. The LOGCAP Contractor's PR Training Program must be integrated into the Contractor run CONUS Replacement Center (CRC) program and certified by AMSFS-SR (Personnel Recovery Program Director) as fully operational and compliant with the DOD Standard NLT 30 days after contract award.

b. PERSONNEL RECOVERY TRAINING REQUIREMENTS: The LOGCAP Contractor shall provide instruction and assurance of certification/compliance with the following DOD, DA, and HQ AMC PR Training:

1. Personnel Recovery Tactics, Techniques, and Procedures (TTPs) Briefing.
2. COCOM/Theater specific/special instructions (SPINS) briefings identifying geographic, environmental, and socio/political aspects of the area of operations (AOR).
3. Anti-Terrorism-Force Protection (AT/FP Level 1) Training.
4. Survival, Evasion, Resistance, and Escape (SERE) Level B (Videos) Training.
5. Civilian ISOPREP Card (with digital photo of employee) completed, on file with the contractor, and copy furnished to HQ AFSC G1 for forwarding to the AFSB FWD G1 in each COCOM.
6. Register all deploying LOGCAP personnel in the current required AMC authorized personnel tracking systems: Army Civilian Tracking System (CIVTRACKS) or its designated replacement system, e.g. Special Projects Office Tracker (SPOT)

c. PERSONNEL RECOVERY REPORTING REQUIREMENTS:

1. The LOGCAP Contractor shall provide documentation of PR Training on a weekly report basis to the HQ AFSC G1.
2. The PR Training Reports will be provided in a spread sheet format with the following mandatory information:

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-07-D-0010      MOD/AMD</p>	<p style="text-align: center;"><b>Page 29 of 60</b></p>
--	--	---

**Name of Offeror or Contractor:** SERCO INC

- a. Employee Name.
- b. Employee SSN.
- c. Date of PR Training completed.
- d. Date Civilian ISOPREP Card (with digital photos) provided to HQ AFSC G-1.  
(Electronic @AFSC-G1-EOC@AFSC.ARMY.MIL)
- e. Employee OCONUS work location (country).
- f. Employee estimated arrival date (in country).
- g. Employee estimated return date (to CONUS-if applicable).

#### H-23 Contractor Manpower Reporting Requirements (CMR)

Contractors must provide reporting in accordance with the DOD Business Initiatives Council. For further information please see the CMR website at <https://contractormanpower.army.pentagon.mil/>.

#### H-24 Key Personnel

The Contractor shall designate by name and position title those key personnel which are considered to be essential to the work being performed under all contract types such as FFP, CPFF, CPAF, CPIF, FPIF and T&M. Prior to replacing any of the specified individuals the Contractor shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement shall be made by the Contractor without the written consent of the Contracting Officer. The personnel listing may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate upon written consent of the Contracting Officer.

#### H-25 Award Fee

##### a. CPAF

A Cost-Plus Award-fee (CPAF) type contract is applicable to the Logistics Civil Augmentation Program (LOGCAP) Support Effort. A CPAF contract is of the cost-reimbursement category but is distinguished by its special fee provision that allows the Government to unilaterally vary the amount of award fee paid based on its evaluation of the Contractor's performance. Award-fee for each phase of this program may be earned by the Contractor on the basis of Excellent, Very Good, or Good performance during the evaluation phases under this contract. No award-fee will be earned by average or unsatisfactory performance. For CPAF task orders on the LOGCAP IV execution contracts, there will be no minimum fee percents for the base or award fee portions. The maximum allowed will be 10% for combined base and award fees, with a maximum of 3% on base fee.

##### b. Fee Structure

###### (1) IDIQ Basic Contract Award Fee.

Award Fee Determinations will be made at the Basic IDIQ contract level on an annual basis and will take into consideration overall program performance for each evaluation period. The IDIQ Contract Award Fee Pool will consist of the negotiated percentage of the available Award Fee Pool identified at the time of basic contract award. The IDIQ Contract award fee dollars being earmarked from Task Order award fee pool will be identified with the Task Order based upon the final negotiated estimated cost of the task order. The IDIQ Contract Award fee payments will be made under each separate CPAF Task Order. The PCO will authorize payment of the IDIQ Contract award fee consistent with the Award Fee CLINs contained in the task order. The Award Fee CLINs under the task order will identify the amount of IDIQ award fee authorized for payment from the Award Fee Pool, the Award Fee funding codes, and the award fee period for which Award Fee payment is being made.

##### c. Award Fee Pool

For each CPAF task order, an award fee pool (AFP) shall be established based upon the negotiated estimated cost to execute the effort (excluding cost of money, Value Added Taxes, Incentive Pay above Applicable Department of State Guidelines, Acquisition cost of Capital Investment Items directly charged to the contract, DBA Insurance, and any other regulatory exclusions), and shall consist of a base fee and award fee as defined below. The percentage of base fee and award fee will be established at award for the life of the contract. The Award Fee Pool (AWP) may be renegotiated whenever the estimated work base significantly changes (as agreed by the parties), or at the request of either party should the estimated workload changes by more than 30%.

(1) Base Fee: This is a base fee amount fixed at the inception of the contract or task order. It is paid for minimal performance of the contract requirements. Base fee is not earned and is, therefore, paid on a regular basis without the contractors performance being evaluated. Base Fee is limited by the DFARS 516.405-2(c)(iii) to 3%.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 30 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

(2) Award Fee: This is a fee amount that is earned by the contractor for performance above that minimally required by the contract/T.O. Award fee is not presumed, but is fee earned via demonstration of performance IAW the established award fee factors, criteria and weights. Since the available award fee during the evaluation period must be earned, the contractor begins each evaluation period with 0% of the available award fee and works up to the evaluated fee for each evaluation period. Contractors do not begin with 100% of the available award fee and have deductions withdrawn to arrive at the evaluated fee for each evaluation period. In addition, contractors should not receive award fee (above the base fee) for simply meeting contract requirements. The amount of the award fee to be paid is determined by the Governments judgmental evaluation of the contractors performance in terms of the criteria stated in the contract. This determination and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government.

d. Performance and AF Evaluation

(1) The Contractors performance and progress will be monitored during each evaluation period by members of the Award Fee Evaluation Board (AFEB) and other Government technical representatives. Government representatives may advise the Contractor of any poor performance in order to provide the opportunity for improvement during the evaluation period. Performance will be evaluated based on the contractors ability to perform related to the stated criteria.

(2) The contractors performance will be evaluated based on the following Factors. Each Factor is weighted as shown below in the determination of the award fee.

Award Fee Factors and Weights - Basic Contract Level

Area	Weight
Management	30%
Technical Execution	30%
Program Implementation	20%
Liaison/Integrator	20%
Total	100%

(3) The award fee performance evaluation period may be changed unilaterally at the Government's discretion, upon notification to the Contractor 30 days prior to the start of the evaluation period(s) affected. The Government also reserves the right to unilaterally alter the criteria or weights for a subsequent award fee period provided written notice is given to the contractor within 30 days of the next award fee period. Any proposed changes to the current evaluation period criteria must be bilateral.

(4) The following adjectival ratings shall be used to describe the level of performance:

EXCELLENT: There are no areas of material deficiencies or performance problems encountered during the evaluation period. Contractor is proactive and responsive in all rated areas. Contractor receives overall excellent ratings based on weighted criteria of Management, Technical execution, Program Implementation, and Liaison/Integrator.

VERY GOOD: Performance is of high quality in all areas and work completed greatly exceeds an average performance level. A few minor problems are experienced during the evaluation period without impacting the overall level of performance. Contractor is proactive and responsive in most rated areas. Contractor receives overall Very Good ratings based on weighted criteria of Management, Technical execution, Program Implementation, and Liaison/Integrator.

GOOD: Contractor exceeds some contract requirements in a manner demonstrating commitment to the program. Work completed is much better than minimum required performance. Areas of deficiency and minor problems are off-set by areas of Very Good performance. Contractor is proactive and responsive in some rated areas. Contractor receives overall Good ratings based on weighted criteria of Management, Technical execution, program implementation, and Liaison/Integrator.

AVERAGE: Contractors performance is the minimum required level to meet needs. Areas of good performance are offset by deficiencies and problems, which reduces performance to a level that is minimally acceptable under the contract. Contractor receives overall Average ratings based on weighted criteria of Management, Technical execution, program implementation, and Liaison/Integrator.

(5) Award Fee Scoring

The award fee evaluation for the IDIQ Contract and subsequent fee earned will be governed by the following scoring system:

Performance Standard: Average (Range 0 to 70)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 31 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

Numerical Rating: 0-70  
Percent of Available Award Fee Earned: 0

Performance Standard: Good (Range Greater than 70 to 80)  
Numerical Rating: 71-80  
Percent of Available Award Fee Earned: 4-40

Performance Standard: Very Good (Range Greater than 80 to 90)  
Numerical Rating: 81-90  
Percent of Available Award Fee Earned: 44-80

Performance Standard: Excellent (Range Greater than 90 to 100)  
Numerical Rating: 91-100  
Percent of Available Award Fee Earned: 82-100

(6) The LOGCAP Award Fee Evaluation Board (AFEB) will evaluate Contractor performance on overall program performance annually by:

- (a) Reviewing Contractor performance as measured against the LOGCAP award fee evaluation criteria.
- (b) Reviewing the Contractors written assessment describing its performance during the evaluation period.

(7) Contractors Self-Assessment.

The Contractor shall submit a self-assessment to the PCO within five working days prior to the end of the evaluation period. This written assessment of the Contractors performance throughout the evaluation period should contain any information that may be reasonably expected to assist the AFEB in evaluating the Contractors performance. The Contractors self-assessment may not exceed 10 pages, double spaced, and may not be written in less than 12-point font. The Contractor will also be afforded the opportunity to conduct a self assessment briefing to the AFEB at the end of the reporting period. The Contractor must submit the briefing to the PCO within five working days prior to the end of the evaluation period. The Contractors self-assessment briefing may not exceed 30 slides per briefing without prior approval of the AFDO.

e. The Award Fee Determining Official's (AFDO) Decision:

- (1) The AFEB recommends an award fee to the AFDO after each board review. The AFDO may accept the AFEBs recommendation or make a unilateral determination on the payable award fee.
- (2) The decision of the AFDO on the amount of award fee is not subject to the contract clause entitled Disputes.

f. Payment of Award Fee

- (1) The payment of any award fee is contingent upon earning a performance rating of good, very good or excellent. It is the desire of the Government that the Contractor perform services in such a manner so as to warrant the highest possible rating and subsequent award fee. The Award Fee Pool is structured accordingly.
- (2) The award fee will be provided to the contractor through contract modifications and is in addition to the Cost Reimbursement provisions of the contract. The LOGCAP Contractor may submit vouchers for the award fee to which they are entitled immediately upon written notification by the Contracting Officer.

H-26 Hiring Practices

The Government is concerned about the possibility that certain contractor hiring or sourcing practices may materialize and be detrimental to the LOGCAP IV Program under this multiple award IDIQ contract. While we recognize that there may be heavy competition between execution contractors for scarce personnel or other resources, contractors are cautioned to be vigilant of fair compensation contract requirements and also mindful of LOGCAP IV Program interests. The Government will not reimburse the contractor for any costs in excess of what we consider reasonable or for unallowable costs.

In an effort to minimize recruiting and retention practices for scarce resources that may be harmful to the LOGCAP program as a whole, the following provisions apply to work performed under this contract.

The contractor shall seek written approval from the Procuring Contracting Officer prior to increasing base pay or allowances over 10% in a single year over the amounts proposed for the basic contract, or subsequently proposed for a competitive task order. Any labor cost increases inconsistent with this clause, or without written approval, shall be strictly unallowable. Allowances include:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-07-D-0010 MOD/AMD	Page 32 of 60
Name of Offeror or Contractor: SERCO INC		

- (1) Foreign Travel Per Diem Allowances: The foreign travel per diem allowances provide for lodging, meals, and incidental expenses when an employee is on temporary duty overseas.
- (2) Cost of Living Allowances: The cost of living allowances are those allowances that are designed to reimburse employees for certain excess costs that they incur as a result of their employment overseas. This group includes allowances similar to the Post Allowance (more commonly referred to as the COLA), Foreign Transfer Allowance, Home Service Transfer Allowance, Separate Maintenance Allowance, Education Allowance, and Educational Travel.
- (3) Recruitment and Retention Incentives: These allowances are designed to recruit employees to locations where living conditions may be difficult or dangerous. Costs similar in purpose to Post Hardship Differential, Danger Pay, and Difficult to Staff Incentive Differential are all considered recruitment and retention allowances.
- (4) Quarters Allowances: Quarters Allowances, which include costs similar to the Living Quarters Allowance, Temporary Quarters Subsistence Allowance, and Extraordinary Quarters Allowance, are intended to reimburse employees for substantially all housing costs, either temporary or permanent, at overseas locations where housing is not provided."

During the term of the contract, the contractor agrees it will not knowingly solicit employees directly involved in the work on this Program employed by other unaffiliated companies without the prior written consent of such other company. This agreement is not intended to restrict the rights of the employees of the other company from seeking and obtaining employment from the contractor on their own initiative, or in response to publicly posted employment advertisements or job fairs, so long as no knowing solicitation or proselytizing occurs on the part of the contractor.

#### H-27 Contractor Manpower Reporting Requirements

Contractors must provide reporting in accordance with the DOD Business Initiatives Council. For further information please see the CMR website at <https://contractormanpower.army.pentagon.mil> and Attachment 011 of this solicitation.

#### H-28 Required Reports

Reports shall be generally controlled at the task order level, allowing flexibility of reports for types of requirements awarded and changing needs of the government. Reports that may be required in each task order may include: Operations Security Report, Project Schedules, Trip Reports Event SITREP, Exercise Report, Event Lessons Learned Report, Program Lessons Learned Report, Event After Action Report, Cost Status Report, Advance Travel Report, Accident Report, Quality Control Plan, Safety and Health Plan, Spend Plan, Material Condition Status Report, Integrated Master Schedule (IMS), OR Cost Performance Report.

#### H-29 Passports, Visas and Customs

1. The contractor is responsible for identifying and obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) necessary for performance.
2. All contractor employees shall be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry.
3. Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

#### H-30 Contractor Verification System

This paragraph is being provided for information purposes only.

The Army is planning on implementing a contractor verification system (CVS) to eligible contractors who require local access to information management systems. At the time of release of this solicitation, full implementing instructions were not yet available. If implementing instructions are received before or after contract award, contractors would be required to use CVS.

A short synopsis of what is CVS follows:

What is CVS?

1. A Secure Web-Based Business Systems Application (easy access via Internet Service Providers)
2. Automates the current DD Form 1172-2 process (paperless process)
3. An online process that provides eligible DoD contractors a Common Access Card (CAC)
  - a. Eligible contractors are those requiring Logical Access to Information Management Systems
  - b. Verifies eligibility for issuance of Common Access CAC to DoD Contractors
  - c. Eligible DoD contractors are entered into the Defense Enrollment Eligibility Reporting System (DEERS) online
4. Defense Manpower Data Center (DMDC) supported and maintained
 

Replaces Contractor CACs at expiration date or for new contractor employees CACs when CVS is implemented

#### H-31 Option to Extend the Term of the Contract



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page</b> 33 <b>of</b> 60
<b>Name of Offeror or Contractor:</b> SERCO INC		

The Government may exercise an option under this contract for less than 12 months as deemed necessary to meet its needs.

\*\*\* END OF NARRATIVE H 0001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page</b> 34 <b>of</b> 60
---------------------------	--	-----------------------------

**Name of Offeror or Contractor:** SERCO INC

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-18	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-19	52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-20	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-21	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-22	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-23	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-24	52.216-7	ALLOWABLE COST AND PAYMENT	FEB/2007
I-25	52.216-7	ALLOWABLE COST AND PAYMENTS (DEC 2002) - ALTERNATE 1	FEB/1997
I-26	52.216-8	FIXED FEE	MAR/1997
I-27	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC/2002
I-28	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-29	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2006) - ALTERNATE II	OCT/2001
I-30	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-31	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-32	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-33	52.222-3	CONVICT LABOR	JUN/2003
I-34	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	JUL/2005
I-35	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-37	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-38	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-39	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-40	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-41	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-42	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-43	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	JUL/2005
I-44	52.222-50	COMBATING TRAFFICKING IN PERSONS	APR/2006
I-45	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-46	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-47	52.224-2	PRIVACY ACT	APR/1984
I-48	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-49	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-50	52.227-14	RIGHTS IN DATA-GENERAL	JUN/1987
I-51	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-52	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996
I-53	52.229-1	STATE AND LOCAL TAXES	APR/1984

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 35 of 60
	PIIN/SIIN W52P1J-07-D-0010 MOD/AMD	
Name of Offeror or Contractor: SERCO INC		

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-54	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-55	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN/2003
I-56	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-57	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-58	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-59	52.232-1	PAYMENTS	APR/1984
I-60	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB/2007
I-61	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-62	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-63	52.232-11	EXTRAS	APR/1984
I-64	52.232-17	INTEREST	JUN/1996
I-65	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-66	52.232-22	LIMITATION OF FUNDS	APR/1984
I-67	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-68	52.232-25	PROMPT PAYMENT	OCT/2003
I-69	52.232-25	PROMPT PAYMENT (OCT 2003) - ALTERNATE I	FEB/2002
I-70	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-71	52.233-1	DISPUTES	JUL/2002
I-72	52.233-1	DISPUTES (JUL 02) - ALTERNATE I	DEC/1991
I-73	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-74	52.233-3	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I	JUN/1985
I-75	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-76	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-77	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-78	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-79	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-80	52.242-13	BANKRUPTCY	JUL/1995
I-81	52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE I	APR/1984
I-82	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I	APR/1984
I-83	52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS	SEP/2000
I-84	52.245-1	PROPERTY RECORDS	APR/1984
I-85	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	MAY/2004
I-86	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-87	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-88	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-89	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR/1984
I-90	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-91	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE IV	SEP/1996
I-92	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-93	52.249-14	EXCUSABLE DELAYS	APR/1984
I-94	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-95	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-96	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES	DEC/2004
I-97	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-98	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-99	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-100	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-101	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
I-102	252.204-7005 DFARS	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-103	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-104	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-105	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 36 of 60
	PIIN/SIIN W52P1J-07-D-0010MOD/AMD	
Name of Offeror or Contractor: SERCO INC		

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-106	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2006
I-107	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-108	252.222-7002 DFARS	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-109	252.222-7004 DFARS	COMPLIANCE WITH SPANISH SOCIAL SECURITY LAWS AND REGULATIONS	JUN/1997
I-110	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-111	252.225-7004 DFARS	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION AFTER AWARD	DEC/2006
I-112	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JAN/2007
I-113	252.225-7041 DFARS	CORRESPONDENCE IN ENGLISH	JUN/1997
I-114	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-115	252.227-7013 DFARS	RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS	NOV/1995
I-116	252.227-7025 DFARS	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-117	252.228-7000 DFARS	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-118	252.228-7003 DFARS	CAPTURE AND DETENTION	DEC/1991
I-119	252.228-7006 DFARS	COMPLIANCE WITH SPANISH LAWS AND INSURANCE	DEC/1998
I-120	252.229-7002 DFARS	CUSTOMS EXEMPTIONS (GERMANY)	JUN/1997
I-121	252.229-7003 DFARS	TAX EXEMPTIONS (ITALY)	JAN/2002
I-122	252.229-7005 DFARS	TAX EXEMPTIONS (SPAIN)	JUN/1997
I-123	252.229-7006 DFARS	VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)	JUN/1997
I-124	252.229-7007 DFARS	VERIFICATION OF UNITED STATES RECEIPT OF GOODS	JUN/1997
I-125	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-126	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAY/2006
I-127	252.232-7006 DFARS	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002) - ALTERNATE A	DEC/2003
I-128	252.232-7008 DFARS	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-129	252.233-7001 DFARS	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-130	252.242-7002 DFARS	EARNED VALUE MANAGEMENT SYSTEM	MAR/2005
I-131	252.242-7005 DFARS	COST/SCHEDULE STATUS REPORT	MAR/1998
I-132	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-133	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-134	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-135	252.246-7001 DFARS	WARRANTY OF DATA	DEC/1991
I-136	252.251-7000 DFARS	ORDERING FROM GOVERNMENT SUPPLY SOURCES	NOV/2004

CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIIN W52P1J-07-D-0010 MOD/AMD	Page 37 of 60
Name of Offeror or Contractor: SERCO INC		

	Regulatory Cite	Title	Date
I-137	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 97) ALTERNATE II (OCT 97) - ALTERNATE III	OCT/1997

\*\*\*  
d. Submit the cost portion of the proposal via the following electronic media: electronic mail  
  
(End of clause)

(IF6108)

I-138	52.216-10	INCENTIVE FEE	MAR/1997
-------	-----------	---------------	----------

\*\*\*  
(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by TBD AT TASK ORDER cents for every dollar that the total allowable cost is less than the target cost or decreased by TBD AT TASK ORDER cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than TBD AT TASK ORDER percent or less than TBD AT TASK ORDER percent of the target cost.

\*\*\*  
(End of clause)

(IF6052)

I-139	52.216-16	INCENTIVE PRICE REVISION - FIRM TARGET	OCT/1997
-------	-----------	--	----------

(a) General. The supplies or services identified in the Schedule as Items TBD AT TASK ORDER are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of TBD AT TASK ORDER.

\*\*\*  
(c) Data submission: Within TBD AT TASK ORDER days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408 or in any other form on which the parties agree-

\*\*\*  
(d)(2)(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less TBD AT TASK ORDER percent (Contracting Officer insert percent) of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus TBD AT TASK ORDER percent (Contracting Officer insert percent) of the amount by which the total final negotiated cost is less than the total target cost.

\*\*\*  
(End of clause)

(IF6041)

I-140	52.216-16	INCENTIVE PRICE REVISION--FIRM TARGET (OCT 1997) ALTERNATE I	OCT/1997
-------	-----------	--	----------

\*\*\*  
(End of clause)

(IF6042)

I-141	52.216-17	INCENTIVE PRICE REVISION - SUCCESSIVE TARGETS	OCT/1997
-------	-----------	---	----------

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W52P1J-07-D-0010      <b>MOD/AMD</b></p>	<p align="right"><b>Page 38 of 60</b></p>
---	--	---

**Name of Offeror or Contractor:** SERCO INC

(a) The supplies or services identified in the Schedule as Items TBD AT TASK ORDER are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of TBD AT TASK ORDER. The prices of these items shown in the Schedule are the initial target prices, which include an initial target profit of TBD AT TASK ORDER percent of the initial target cost.

(c) Submitting the data for establishing the firm fixed price or a final profit adjustment formula. (1) Within TBD AT TASK ORDER days after the end of the month in which the Contractor has completed TBD AT TASK ORDER ,(see Note 1), the Contractor shall submit the following data:

\*\*\*

(d)(2) If the total firm target is more than the total initial target cost, the total initial target profit shall be decreased. If the total firm target cost is less than the total initial target cost, the total initial target profit shall be increased. The initial target profit shall be increased or decreased by TBD AT TASK ORDER percent of the difference between the total initial target cost and the total firm target cost. The resulting amount shall be the total firm firm target profit; provided, that in no event shall the total firm target profit be less than TBD AT TASK ORDER percent or more than TBD AT TASK ORDER percent (Contracting Officer insert percents) of the total initial cost.\*\*\*

(d)(4)(ii) If the total final negotiated cost is greater than the total firm target cost, the adjustment is the total firm target profit, less TBD AT TASK ORDER percent of the amount by which the total final negotiated cost exceeds the total firm target cost.

(iii) If the total final negotiated cost is less than the total firm target cost, the adjustment is the total firm target profit, plus TBD AT TASK ORDER percent of the amount by which the total final negotiated cost is less than the total firm target cost.\*\*\*

(e) Submitting data for final price revision. Unless a firm fixed price has been established within TBD AT TASK ORDER days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this section, the Contractor shall submit in the format of Table 15-2, FAR 15.408 (or in any other form on which the parties agree)-

\*\*\*

(End of clause)

(IF6053)

I-142                      52.216-17                      INCENTIVE PRICE REVISION-SUCCESSIVE TARGETS (OCT 1997) - ALTERNATE I                      APR/1984

\*\*\*

(End of clause)

(IF6054)

I-143                      52.216-18                      ORDERING                      OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued from DATE OF AWARD through THE OPTION YEARS. THE CONTRACTING OFFICER MAY ISSUE ORDERS: IN WRITING, BY FAX, OR BY EMAIL.

\*\*\*

(End of clause)

(IF6088)

I-144                      52.216-19                      ORDER LIMITATIONS                      OCT/1995

- (a) Minimum order. There is no minimum order limitation.
- (b) Maximum order. The Contractor is not obligated to honor Services in excess of \$45 Million per year.
- (1) Any order for a single item in excess of \$45 Million.
- (2) Any order for a combination of items in excess of \$45 million or

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 39 of 60</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** SERCO INC

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) or provide the services called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

(IF6089)

I-145	52.216-22	INDEFINITE QUANTITY	OCT/1995
***			

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after AS SPECIFIED IN EACH TASK ORDER.

(End of clause)

(IF6097)

I-146	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
***			

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding amount expressed in individual task orders.

(b) The maximum amount for which the Government shall be liable if this contract is terminated will be designated in individual task orders.

(End of clause)

(IF6056)

I-147	52.216-25	CONTRACT DEFINITIZATION	OCT/1997
***			

(a) A Cost Reimbursable or Firm Fixed Price definitive contract is contemplated. The Contractor agrees to submit a cost and fee or fixed price proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is to be determined in each undefinitized task order.

(End of clause)

(IF6450)

I-148	52.217-8	OPTION TO EXTEND SERVICES	NOV/1999
***			

The Contracting Officer may exercise the option by written notice to the Contractor within 30 DAYS OF EXPIRATION OF THE CONTRACT PERIOD.

The contracting officer will forward a new Performance Work Statement (PWS) for the option year(s). Such options may be exercised more than once per period if necessary in part and if the PWS requirements change. The contractor will be required to submit a new proposal

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W52P1J-07-D-0010      <b>MOD/AMD</b></p>	<p align="right"><b>Page 40 of 60</b></p>
---	--	---

**Name of Offeror or Contractor:** SERCO INC

for Government evaluation and possible contract negotiations. If the PWS requirements do not change from the Task Orders, the contracting officer will notify the contractor 30 days prior to the end of the contract.

(End of clause)

(IF6096)

I-149                      52.217-9                      OPTION TO EXTEND THE TERM OF THE CONTRACT                      MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 DAY OF CONTRACT EXPIRATION, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. Such extensions may be exercised more than once per period if necessary. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 (years).

(End of clause)

(IF6066)

I-150                      52.222-2                      PAYMENT FOR OVERTIME PREMIUMS                      JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed AS SPECIFIED IN EACH TASK ORDER or the overtime premium is paid for work and has prior PCO approval.

\*\*\*

(End of clause)

(IF6048)

I-151                      52.222-42                      STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES                      MAY/1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

EMPLOYEE CLASS	MONETARY WAGE - FRINGE BENEFITS
----------------	---------------------------------

May not be applicable on all task orders. Determination will be made at time of Task Order Competition.

(End of clause)

(IF6016)

I-152                      52.222-49                      SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN                      MAY/1989

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following:

None

The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by

The offeror no later than 30 days before initial closing date of the solicitation.



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 41 of 60</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** SERCO INC

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

(IF6500)

I-153                      52.229-8                      TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS                      MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of THE HOST NATION , or from which the Contractor or any subcontractor under this contract is exempt under the laws of THE HOST NATION, shall not constitute an allowable cost under this contract.

\*\*\*

(End of clause)

(IF6058)

I-154                      52.243-7                      NOTIFICATION OF CHANGES                      APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 42 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-155                      52.244-2                      SUBCONTRACTS                      AUG/1998

\*\*\*

(e) Even if the Contractor has an approved purchasing system, the Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any subcontractors over \$550,000.00

\*\*\*

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

TBD

(End of clause)

(IF6205)

I-156                      52.244-2                      SUBCONTRACTS (AUG 1998) - ALTERNATE I                      JAN/2006

Substitute the following paragraph (f)(2) for paragraph (f)(2) of the basic clause:

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-07-D-0010 MOD/AMD	Page 43 of 60
Name of Offeror or Contractor: SERCO INC		

(IF6206)

I-157 52.246-20 WARRANTY OF SERVICES MAY/2001

\*\*\*

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or noncompliance to the Contractor within 30 days from the date of acceptance by the Government. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

\*\*\*

(End of clause)

(IF6061)

I-158 252.217-7027 CONTRACT DEFINITIZATION OCT/1998  
DFARS

(a) A variety of contract types, to include but not limited to, COST REIMBURSEABLE, FIXED FEE, AND TIME AND MATERIALS CONTRACT is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a COST proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization: TO BE SPECIFIED IN EACH TASK ORDER.

Date for Submission of Proposal: TO BE SPECIFIED IN EACH TASK ORDER.

Date for Beginning of Negotiations: TO BE SPECIFIED IN EACH TASK ORDER.

Dates for submission of make-or-buy and subcontracting plans and cost or pricing data: TO BE SPECIFIED IN EACH TASK ORDER.

\*\*\*

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated TO BE SPECIFIED IN EACH TASK ORDER. in no event to exceed TO BE SPECIFIED IN EACH TASK ORDER.

(End of clause)

(IA6702)

I-159 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE UNITED STATES MAR/2006  
DFARS

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 44 of 60</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** SERCO INC

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from CINC.

(End of clause)

(IA6720)

I-160      52.228-4567      REQUIRED INSURANCE      MAY/2005  
LOCAL

Pursuant to paragraph (a) of FAR Clause 52.228-5, Insurance Work on a Government Installation, or FAR Clause 52.228-7, Insurance Liability to Third Persons, the Contractor shall procure and maintain the following insurance during the entire period of performance under this contract, in CONUS:

<u>TYPE</u>	<u>AMOUNT</u>
Workmens Compensation	As required by Law
Employers Liability	Minimum liability limit \$100,000
General Liability	Minimum bodily injury limits, \$500,000 per occurrence
Automobile Liability	Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage
Aircraft Public and Passenger Liability	Coverage required when contract performance involves use of aircraft: Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Passenger liability shall be at least \$200,000 multiplied by the number of seats or number of passengers, whichever is greater.
Vessel Collision Liability	Coverage required when contract performance involves use of vessels: Minimum liability of \$5,000,000 or the market value of the property being shipped by vessel, whichever is greater

(End of clause)

(IS6020)

I-161      52.215-19      NOTIFICATION OF OWNERSHIP CHANGES      OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-07-D-0010 MOD/AMD	Page 45 of 60
Name of Offeror or Contractor: SERCO INC		

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

- (b) The Contractor shall-
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

(IF7338)

I-162	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT/1997
-------	-----------	--	----------

\*\*\*

(End of clause)

I-163	52.227-14	RIGHTS IN DATA - GENERAL - ALTERNATE II	JUN/1987
-------	-----------	---	----------

\*\*\*

(a) These data are submitted with limited rights under Government Contract No. -1- (and subcontract -2-),\*\*\*

(End of notice)

(IF7393)

I-164	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	SEP/2006
-------	----------	-----------------------------------	----------

(a) Definitions. As used in this clause

Commercial item has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIIN W52P1J-07-D-0010 MOD/AMD	Page 46 of 60
Name of Offeror or Contractor: SERCO INC		

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract. .

(End of clause)

(IF7045)

I-165 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR- MAY/2004  
 HOUR CONTRACTS) (DEVIATION)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any-

(i) Decrease or substitution in this property pursuant to paragraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-07-D-0010      MOD/AMD</p>	<p style="text-align: center;"><b>Page 47 of 60</b></p>
--	--	---

**Name of Offeror or Contractor:** SERCO INC

(c) Title.

(1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

- (i) Issuance of the property for use in contract performance;
- (ii) Commencement of processing of the property for use in contract performance; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in paragraphs (g)(2) and (g)(3) of this clause.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)-

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel;

or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 48 of 60</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** SERCO INC

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) of this clause, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage-

- (A) Did not result from the Contractor's failure to maintain an approved program or system; or
- (B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of-

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this paragraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for-

- (1) Any delay in delivery of Government-furnished property;



<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;"><b>PIIN/SIIN</b> W52P1J-07-D-0010      <b>MOD/AMD</b></p>	<p style="text-align: center;"><b>Page 49 of 60</b></p>
--	--	---

**Name of Offeror or Contractor:** SERCO INC

- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraphs (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) Scrap.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing, the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that-

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

(2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

(i) May purchase the property at the acquisition cost.

(ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) Inventory disposal schedules.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify-

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for-

- (A) Special test equipment with commercial components;
- (B) Special test equipment that does not contain commercial components;
- (C) Printing equipment;
- (D) Computers, components thereof, peripheral equipment, and related equipment;
- (E) Precious Metals;
- (F) Nonnuclear hazardous materials or hazardous wastes; or

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b></p>	<p><b>Page 50 of 60</b></p>
----------------------------------	---	-----------------------------

**Name of Offeror or Contractor:** SERCO INC

(G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than-

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule, might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility must be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions.

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the cost of work covered by this contract, or to the Government as directed by the Contracting Officer.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property.

(1) The Government will not abandon sensitive Government property without the Contractor's written consent;

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 51 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7120)

I-166                      52.245-9                      USE AND CHARGES                      AUG/2005

(a) Definitions. As used in this clause:

Acquisition cost means the acquisition cost recorded in the Contractors property control system or, in the absence of such record, the value attributed by the Government to a Government property item for purposes of determining a reasonable rental charge.

Government property means all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and contractor-acquired property as defined in FAR 45.101.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which Government property is made available for nongovernmental purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) Use of Government property. The Contractor may use the Government property without charge in the performance of

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) Rental. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractors right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractors best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-07-D-0010      MOD/AMD</p>	<p style="text-align: center;"><b>Page 52 of 60</b></p>
--	--	---

**Name of Offeror or Contractor:** SERCO INC

The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) Other Government property. The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) Alternative methodology. The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the Renegotiation Board Interest Rate (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Governments acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractors unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) Use revocation. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractors expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) Unauthorized use. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7007)

I-167	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984
-------	----------	----------------------------------	----------

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-168	252.225-7040	CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES	JUN/2006
-------	--------------	--	----------

(a) Definitions. As used in this clause

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Other military operations means a range of military force responses that can be projected to accomplish assigned tasks. Such operations may include one or a combination of the following: civic action, humanitarian assistance, civil affairs, and other military activities to develop positive relationships with other countries; confidence building and other measures to reduce military tensions; military presence; activities to convey messages to adversaries; military deceptions and psychological operations; quarantines, blockades, and harassment operations; raids; intervention operations; armed conflict involving air, land, maritime, and strategic warfare operations; support for law enforcement authorities to counter international criminal activities (terrorism, narcotics trafficking, slavery, and piracy); support for law enforcement authorities to suppress domestic rebellion; and support for insurgency, counterinsurgency, and civil war in foreign countries.

Theater of operations means an area defined by the combatant commander for the conduct or support of specified operations.

(b) General.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 53 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations;
- (iii) Other military operations; or
- (iv) Military exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

- (i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are not authorized to use deadly force against enemy armed forces other than in self-defense.
- (ii) Private security Contractor personnel are authorized to use deadly force only when necessary to execute their security mission to protect assets/persons, consistent with the mission statement contained in their contract.
- (iii) Civilians who accompany the U.S. Armed Forces lose their law of war protection from direct attack if and for such time as they take a direct part in hostilities.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the theater of operations may be provided resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W52P1J-07-D-0010      <b>MOD/AMD</b></p>	<p><b>Page 54 of 60</b></p>
----------------------------------	--	-----------------------------

**Name of Offeror or Contractor:** SERCO INC

process through a deployment center or to travel to, from, or within the theater of operations. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements. (1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (i) All required security and background checks are complete and acceptable.
- (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.
- (iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

- (v) All personnel have received personal security training. At a minimum, the training shall
  - (A) Cover safety and security issues facing employees overseas;
  - (B) Identify safety and security contingency planning activities; and
  - (C) Identify ways to utilize safety and security personnel and other resources appropriately.

- (vi) All personnel have received isolated personnel training, if specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) When there is a formal declaration of war by Congress, Contractor personnel authorized to accompany U.S. Armed Forces may be subject to prosecution under the Uniform Code of Military Justice.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-D-0010 <b>MOD/AMD</b>	<b>Page 55 of 60</b>
<b>Name of Offeror or Contractor:</b> SERCO INC		

(f) Processing and departure points. Deployed Contractor personnel shall

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. Armed Forces as specified in paragraph (b)(1) of this clause. The list shall include each individuals general location in the theater of operations. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-07-D-0010      MOD/AMD</p>	<p style="text-align: center;"><b>Page 56 of 60</b></p>
--	--	---

**Name of Offeror or Contractor:** SERCO INC

- (1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.
- (2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons
- (i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
  - (ii) The [Contracting Officer to specify the appropriate individual, e.g., Contracting Officers Representative, Regional Security Officer] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.
- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons
- (i) Are adequately trained to carry and use them
    - (A) Safely;
    - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
    - (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
  - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
  - (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.
- (l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
- (m) Evacuation.
- (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.
  - (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
- (n) Next of kin notification and personnel recovery.
- (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
  - (2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.
- (o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces



Name of Offeror or Contractor: SERCO INC

will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations;
- (3) Other military operations; or
- (4) Military exercises designated by the Combatant Commander.

(End of clause)

(IA7200)

I-169	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		

\*\*\*

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

\*\*\*

(End of clause)

(IA7035)

I-170	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD	JAN/2007
	DFARS	CONTRACTS)	

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I

(10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10

U.S.C. 2631).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-07-D-0010 MOD/AMD	Page 58 of 60
Name of Offeror or Contractor: SERCO INC		

(End of clause)

(IA7745)

I-171      52.201-4500      AUTHORITY OF GOVERNMENT REPRESENTATIVE      FEB/1993  
LOCAL

The Contractor is advised that contract changes will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors, Military Commanders, and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

I-172      52.216-4592      TASK AND DELIVERY ORDER OMBUDSMAN      MAR/2006  
LOCAL

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors regarding fair opportunity to be considered for task and/or delivery orders under multiple award contracts. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the contracting officer, source selection official or program manager. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the appointed task and delivery order ombudsman [Mr. Gregory A. Kwinski, HQ, Army Field Support Command, ATTN: AMSFS-GC/Kwinski, Rock Island, IL, 61299, Telephone: (309)782- 3584, Facsimile: (309)782- 8469, E-Mail: greg.kwinski@us.army.mil].

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

(IS7080)

I-173      252.219-7012      DOD MENTOR-PROTEGE PROGRAM      NOV/2005  
a. This clause does not apply to small business concerns.

b. Utilization of the Pilot Mentor-Protege Program is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

c. Mentor firms are encouraged to identify and select concerns that are defined as emerging small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, or an eligible entity employing the severely disabled.

d. Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor\\_protege/](http://www.acq.osd.mil/sadbu/mentor_protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-07-D-0010 MOD/AMD	Page 59 of 60
Name of Offeror or Contractor: SERCO INC		

(End of clause)

(IS7100)

I-174 52.229-4562 CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1) MAY/1992  
LOCAL

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of clause)

(IS7002)

I-175 52.245-4534 REQUEST FOR USE OF ACCOUNTABLE PROPERTY NOV/1992  
LOCAL

(a) The Contractor agrees that any request for use of accountable property is at no direct cost to the Government.  
(b) Any request for use of accountable property must identify the prime solicitation or contract number (if you are a subcontractor then include your subcontract number and the prime contractor's name, address and prime solicitation or prime contract number), the item, quantity, period of use and the agency, the Contracting Officer's name, address and phone number of the prime solicitation or prime contract for which use is requested. If you are a subcontractor then you should obtain this information from your prime contractor well in advance of any request for use of accountable property.

(End of clause)

(IS7040)

I -182 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (JUN 2005)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.  
(b) Reporting requirement. Except as provided in paragraph (c) of this clause, within 10 days after the end of each quarter of the Governments fiscal year, the Contractor shall report any subcontract, purchase, or intracompany transfer that

- (1) Will be or has been performed outside the United States;
- (2) Exceeds the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
- (3) Has not been identified in a report for a previous quarter.

(c) Exception. Reporting under this clause is not required if

- (1) A foreign place of performance is the principal place of performance of the contract; and
- (2) The Contractor specified the foreign place of performance in its offer.

(d) Submission of reports. The Contractor shall submit the reports required by this clause to: Deputy Director of Defense Procurement and Acquisition Policy (Program Acquisition and International Contracting), OUSD(AT&L)DPAP(PAIC), Washington, DC 20301-3060.  
(e) Report format. The Contractor

- (1) Shall submit reports using
  - (i) DD Form 2139, Report of Contract Performance Outside the United States; or
  - (ii) A computer-generated report that contains all information required by DD Form 2139; and
- (2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(f) Subcontracts. The Contractor

- (1) Shall include the substance of this clause in all first-tier subcontracts exceeding \$500,000, except those for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence;
- (2) Shall provide the number of this contract to its subcontractors required to submit reports under this clause; and
- (3) Shall require the subcontractor, with respect to performance of its subcontract, to comply with the requirements directed to the Contractor in paragraphs (b) through (e) of this clause.

(End of clause)

\*\*\* END OF NARRATIVE I 0001 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 60 of 60
	PIIN/SIIN W52P1J-07-D-0010	MOD/AMD	

Name of Offeror or Contractor: SERCO INC

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	CONTRACT DATA REQUIREMENTS LIST (CDRLS)			